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**SUPERIOR COURT FOR THE COUNTY OF SANTA CLARA**  
**UNLIMITED JURISDICTION**

**CHILDREN’S HEALTH DEFENSE-  
CALIFORNIA CHAPTER**, a California  
501(c)(3) non-profit corporation, on its own  
and on behalf of its members, **HARLOW  
GLENN**, an individual, and **LYLE  
KOSINSKI**, an individual,

Plaintiffs,

vs.

**THE PRESIDENT AND TRUSTEES OF  
SANTA CLARA COLLEGE, A  
CALIFORNIA CORPORATION, DR.  
LEWIS OSOFSKY**, an individual, **DEEPA  
ARORA**, an individual, and **DOES 1-10**,  
**inclusive**,

Defendants.

Case No.: 22CV395570

**VERIFIED FIRST AMENDED  
COMPLAINT FOR DECLARATORY  
AND INJUNCTIVE RELIEF  
AND DAMAGES**

- 1) For Declaratory Relief re State Actor
- 2) Violation of the Fourteenth  
Amendment – Substantive Due  
Process);
- 3) Violation of the Fourteenth  
Amendment – Equal Protection Under  
the Law;
- 4) Violation of the First Amendment –  
Free Exercise Clause;
- 5) Violation of California Constitution  
Free Exercise of Religion;
- 6) Violation of California Constitution  
Right to Privacy;
- 7) Violation of California Constitution-  
Equal Protection;
- 8) Violation of 21 U.S. Code § 360bbb-3;
- 9) Violation of California’s Protection of  
Human Subjects in Medical  
Experimentation Act, Cal Health &  
Safety Code § 24170);
- 10) Violation of California’s Unruh Act  
and Bane Civil Rights Act;
- 11) Breach of Implied Covenant of Good  
Faith and Fair Dealing;
- 12) Breach of Contract;
- 13) Negligence;

- 14) Intentional Infliction of Emotional Distress;  
15) Tortious Interference with Contractual Relationship; and  
16) Conspiracy to Induce Breach of Contract).

## **INTRODUCTION**

1. This is an action to declare Defendant THE PRESIDENT AND TRUSTEES OF SANTA CLARA COLLEGE, A CALIFORNIA CORPORATION’S (hereinafter referred to as: “SCU”) student COVID-19 “vaccine” mandate, including any additional “booster” requirements (together, the “Mandate”), unlawful and unconstitutional. It also seeks damages for the harms caused to numerous SCU students, including the named Plaintiffs in this action, who have been and are significantly and adversely impacted by Defendants’ actions in coercing experimental medical interventions on them, despite the now widely available evidence of: (1) the lack of effectiveness of any of these COVID-19 “vaccine” products (the “Products”)<sup>1</sup>; (2) the fraudulent nature of the clinical trials of these Products as well as the widespread conflicts of interest among the public “health” officials pushing these experimental Products; and (3) the serious risks of death or significant bodily injury from taking these experimental Products, including evidence of actual harm to SCU students.

2. Since SCU first imposed its initial COVID-19 shot mandate (“Initial Mandate”) in September 2021, an enormous amount of concerning evidence has come to light about these Products that no amount of coordinated media and governmental censorship has been able to completely conceal. This evidence has emerged -- and has thus been triangulated -- from a vast variety of sources, including Pfizer-BioNTech, Johnson & Johnson, and Moderna’s (collectively, the “Product Manufacturers”) own materials, peer-reviewed scientific studies, various vaccine injury reporting

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<sup>1</sup> As further discussed herein, the leaky COVID-19 “vaccines” are not vaccines in the traditional sense, since they do not confer any immunity. They are medical treatments and are rightly classified by the FDA as “CBER-Regulated Biologics, otherwise known as therapeutics, which fall under the “Coronavirus Treatment Acceleration Program.” See FDA, *Coronavirus (COVID-19) | CBER-Regulated Biologics*, <https://www.fda.gov/vaccines-blood-biologics/industry-biologics/coronavirus-covid-19-cber-regulated-biologics> (last visited February 28, 2022); FDA, *Coronavirus Treatment Acceleration Program (CTAP)*, <https://www.fda.gov/drugs/coronavirus-covid-19-drugs/coronavirus-treatment-acceleration-program-ctap> (last visited February 28, 2022). Because these Products are not “vaccines,” cited cases to support mandatory vaccination programs, particularly for compulsory K-12 education, are easily distinguishable.

1 systems throughout the world, and tens of thousands of medical professionals now treating patients  
2 with Product-induced injuries or lodging Product-induced adverse events, including deaths. The  
3 science is now clear: every single one of these hastily coerced experimental Products can – and already  
4 has – caused significant harm to a growing number of injected individuals, and the risk of injuries  
5 increases with every additional dose.

6         3.         Nevertheless, rather than revisit and then rescind its unlawful Mandate before any  
7 further injuries to SCU students and the greater SCU community could occur, Defendants have dug in  
8 their heels and have not only kept their Mandate in place, but have continued to harass, threaten, and  
9 intimidate students into taking these Products -- or risk losing their educations and future careers.  
10 Defendants have also continued to interfere with these students' private doctor-patient relationships  
11 and other personal and professional relationships in order to ensure a near-total "fully vaccinated"  
12 student population, a definition that will presumably change each time the Product Manufacturers  
13 and/or government authorities recommend yet another dose.

14         4.         Part of the reason Defendants are unwilling to abandon an unnecessary and coercive  
15 Mandate is due to its close relationship with Santa Clara County public health officials and entities  
16 who are also unwilling to revisit their own support for the Products, regardless of the increasingly  
17 urgent calls to abandon them.

18         5.         Defendants have also become too enamored of the millions of dollars in federal  
19 "COVID-19 Relief Funding" ("Relief Funding") pouring into their coffers since the beginning of the  
20 pandemic to want to turn off the spigot.

21         6.         SCU's willingness to comply with the conditions attached to receipt of such Relief  
22 Funding, such as imposing largely useless and highly invasive masking, testing, and "vaccination"  
23 requirements on its students has had a devastating impact on the lives, educations, future careers, and  
24 physical and emotional well-being of those SCU students unwilling to submit to such conditions.

25         7.         Among the worst offenders trampling upon the bodily autonomy of SCU students to  
26 achieve certain governmental policy objectives has been Defendant Osofsky, who only came to SCU  
27 in August 2021 at the start of the Mandate, and who serves in a dual role as both campus physician for  
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1 Defendant SCU as well as an executive member and Vice President of Santa Clara County Medical  
2 Association, where he is charged with “implementing public health policies in Santa Clara County  
3 that have been recommended by the State of California” (Osofsky Dec. ¶4). Defendant Osofsky has  
4 had a long partnership with the County – and as a pediatrician, has been a very aggressive advocate of  
5 vaccines.

6 8. In directly aiding and abetting Santa Clara County and the State of California to reach  
7 specific COVID-19 vaccination targets, Defendant Osofsky denied many legitimate student requests  
8 for medical exemptions to the Mandate, despite the fact that students’ own private physicians  
9 recommended these exemptions, and even in cases where the students had suffered harm from initial  
10 doses of the Products.

11 9. Defendant Osofsky not only wrongfully denied these requests for medical exemption  
12 but actively interfered with SCU students’ doctor-patient relationships by contacting the students’  
13 private doctors and attempting to persuade the doctors to retract their already submitted support for  
14 the students’ medical exemption requests. Defendant Osofsky also engaged in inappropriate follow-  
15 up correspondence to students about their medical exemptions wholly unrelated to legitimate medical  
16 concerns and meant instead to intimidate students into dropping their requests for medical exemption.

17 10. In addition to Defendant Osofsky, other agents and employees of Defendant SCU  
18 participated in aiding, abetting, and implementing a governmental COVID-19 vaccination policy of  
19 the state and Santa Clara County (the “County”) by engaging in acts intended to intimidate, impugn,  
20 harass, and ultimately coerce the vast majority of SCU students into taking experimental Products  
21 purchased by the government and without giving students informed consent. These actions included  
22 but were not limited to: harassment of “unvaccinated” students during non-COVID medical visits to  
23 campus medical personnel; changing SCU transfer or transfer-credit policies mid-year to directly  
24 interfere with and prevent “unvaccinated” students from being able to finish their educations  
25 elsewhere; and intimidating students via accusatory correspondence to get “unvaccinated” students to  
26 submit to the Mandate.

27 11. All of SCU’s actions in coercing students to take experimental Products were and are  
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egregious, unethical, and illegal. Further, since SCU is acting as a quasi-governmental actor in instituting county and state “health” policies and objectives, SCU’s Mandate is also subject to constitutional scrutiny.

12. SCU cannot escape this constitutional scrutiny simply by claiming to be a private actor. Through the actions of its campus physician Osofsky and other agents acting in concert with county and state agencies to aid, abet, and implement county and state “vaccination” objectives by coercing a Mandate of EUA Products on the SCU community – a mandate the government would not be able to mandate on the general population itself due to constitutional restrictions -- SCU has made itself a state actor and must be subjected to the same constitutional restraints that would be applied to any governmental actor.

13. Coercing SCU students to take unwanted medical treatments violates their fundamental rights under both the California and U.S. Constitutions to privacy, bodily autonomy, free exercise of religion, substantive due process, and equal protection under the law.

14. Given that none of these Products serves to prevent infection or transmission of COVID-19 or any of its variants and may instead cause serious adverse effects to young healthy students who are at little risk of severe COVID-19 or any of its variants, SCU’s Mandate cannot survive even a rational basis inquiry, let alone the strict scrutiny this Court would need to apply. Accordingly, SCU’s Mandate should be declared violative of students’ fundamental rights and immediately and permanently enjoined. Indeed, even if SCU is not deemed to be a state actor, SCU would be liable for violating its students’ constitutional and other legal rights under California’s Bane Act. (Cal. Civ. Code § 52.1 *et. seq.*).

15. SCU’s Mandate should also be enjoined because it is in direct conflict with, pre-empted by, and/or otherwise violates other federal and state laws, including federal Emergency Use Authorization (“EUA”) law, 21 U.S.C. section 360bbb-3 *et seq.*, which requires informed consent and the right to refuse emergency use products, and California’s Civil Code section 51, which prohibits discrimination on the basis of, among other things, medical condition, genetic information, disability,

1 and religion.<sup>2</sup>

2 16. In addition, by announcing its Mandate, including its 2022 spring semester Booster  
3 Mandate, only after it had collected the tuition, residential fees, and other associated fees from SCU  
4 families before each applicable semester, and without any SCU students agreeing to change any  
5 “vaccination” terms or conditions of their already executed student enrollment agreements, SCU  
6 breached its contract and implied covenants of good faith and fair dealing with all SCU students,  
7 including the named Plaintiffs in this action.

8 17. SCU and Defendant Osofsky are also liable for damages for various other harms to the  
9 individual Plaintiffs in this action, including negligence, the wrongful denials of their religious and/or  
10 medical exemption requests, intentional interference with their private doctor-patient relationships,  
11 conspiracy to induce breach of contract, intentional infliction of emotional distress, and violations of  
12 other state and federal laws and protections enumerated further herein.

13 18. Finally, the fact that some of the Plaintiffs in this action have now been granted belated  
14 medical exemptions to some aspect of SCU’s Mandate does not moot Plaintiffs’ action or any claims  
15 or rights to receive damages for harms already suffered. SCU has an ongoing Mandate, and may  
16 change the definition of “fully vaccinated” and impose additional “booster” doses of Products on its  
17 students at any time, including all Plaintiffs in this action, unless the Mandate is declared unlawful by  
18 this Court. (*See Roman Catholic Diocese v. Cuomo* (2020) 592 U.S \_\_, \_\_, 141 S.Ct. 63, 68 [holding  
19 that the lifting of restrictions did not moot the application to enjoin defendants because “the applicants  
20 remain under a constant threat” that those restrictions may be reinstated]. Indeed, even Plaintiff  
21 Glenn, who purportedly received a medical exemption to any additional COVID-19 doses on March  
22 28, 2022, has already been subjected to subsequent threats of disenrollment for not receiving more  
23 shots. (*See SCU’s June 2<sup>nd</sup> and June 3, 2022, emails to Harlow Glenn, attached hereto as **Exhibit A***).  
24 Accordingly, this lawsuit is not moot, and all Plaintiffs retain standing to sue.

25 \_\_\_\_\_  
26 <sup>2</sup> See California Civil Code section 51, which states in relevant part: “All persons within the jurisdiction of this  
27 state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability,  
28 medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or  
immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or  
services in all business establishments of every kind whatsoever.”

**PARTIES - PLAINTIFFS**

19. Plaintiff HARLOW GLENN is a 20-year-old sophomore at SCU who was denied a religious and medical exemption request to the Initial Mandate and coerced to take the first dose of a COVID-19 vaccine product against her will. She is a resident of California. Upon taking the first dose, Ms. Glenn suffered a severe and immediate reaction as further described herein. Ms. Glenn then submitted two separate medical exemption requests to additional doses of any Product by two licensed physicians who had personally treated her. Both of her requests for medical exemption were denied by Defendants. Defendants also intentionally interfered with her doctor-patient relationships by contacting her doctors after they had submitted medical exemption requests for Ms. Glenn and persuading them to retract those requests. After this action was commenced, SCU purportedly granted Ms. Glenn's medical exemption to the Mandate on March 28, 2022, after the third submission of her request. However, on June 2 and June 3, 2022, Ms. Glenn received emails from SCU informing her of her need to submit to additional doses of Product to stay enrolled (**Exhibit A**). Plaintiff Glenn does not wish to submit to any further doses of a Product under the Mandate in order to remain at SCU. However, unless SCU grants her medical exemption for all remaining semesters, Plaintiff Glenn still faces disenrollment from SCU and loss of other academic and/or other benefits she would otherwise enjoy as a SCU student if she does not submit to additional doses under the Mandate, and will suffer irreversible harm if the Mandate, including any additional booster requirements, is not enjoined and/or she is not granted a permanent medical exemption for the remaining semesters at SCU. Plaintiff Glenn also seeks damages for the harms caused to her due to Defendants' actions in forcing her to submit to the initial dose, which caused her harm, and due to Defendants' harassment, intimidation, and interference with Ms. Glenn's personal medical doctors, and other egregious and abusive actions towards Ms. Glenn, as further described hereinbelow.

20. Plaintiff LYLE KOSINSKI is a 30-year-old mechanical engineering master's student in robotics and mechatronics systems at SCU who was disenrolled before the fall 2021 quarter for not complying with the Mandate and who has now lost a year of education at SCU. Plaintiff Kosinski is a resident of California. Plaintiff Kosinski sought medical, religious and personal exemptions to the

1 Mandate in the fall of 2021 and in winter of 2022, but SCU denied them all. At the time SCU  
2 disenrolled Plaintiff Kosinski for not complying with the Mandate, he had completed 13 classes of the  
3 18 classes required for graduation. Out of exemption options, Plaintiff Kosinski then sought  
4 permission from SCU to complete his remaining five classes at another institution, San Jose State  
5 University, which was allowing religious exemptions to their COVID-19 vaccination requirement.  
6 SCU not only denied Plaintiff's request for permission to complete his credits elsewhere, but actively  
7 changed SCU's policy only after Plaintiff Kosinski's request. (See Feb 1, 2022 email from SCU  
8 Professor Kitts, attached hereto as Exhibit B). Plaintiff Kosinski submitted a medical exemption  
9 request on May 12, 2022, which was denied by SCU (See May 20, 2022 email from Heather Dumas-  
10 Dyer, attached hereto as Exhibit C). Upon Plaintiff's further inquiry, Defendant Osofsky sent a  
11 telling email to Plaintiff Kosinski seeking information far beyond medical concerns (See June 3, 2022  
12 email from Osofsky to Kosinski, attached hereto as Exhibit D). Upon Plaintiff Kosinski's response  
13 to this email, and his cc'ing of Plaintiffs' counsel, Defendant Osofsky changed his mind and said he  
14 would support Plaintiff Kosinski's request for a medical exemption. At the time of filing of this FAC,  
15 Plaintiff Kosinski has not yet received a medical exemption and has not yet been re-enrolled at SCU.  
16 Plaintiff does not intend to submit to the Mandate, including any additional booster dose requirements.  
17 Plaintiff Kosinski has already suffered a year of educational losses and lost promotional opportunities  
18 at his job as a result of his forced disenrollment by SCU prior to the fall 2021 semester.

19 21. Plaintiff Children's Health Defense -- California Chapter ("CHD-CA") is a California  
20 501(c)(3) nonprofit corporation incorporated under the laws of the State of California and  
21 headquartered in Ross, California. CHD-CA was founded in 2020 as the California branch of  
22 Children's Health Defense ("CHD"), a national non-profit organization headquartered in Peachtree  
23 City, Georgia. CHD-CA has over 7,000 members throughout California consisting primarily of  
24 parents whose children have been negatively impacted by environmental and chemical exposures,  
25 including damaging emergency "health" measures including unsafe vaccines, unsafe genetic testing,  
26 unsafe lockdowns, unsafe quarantines and isolation policies, unsafe forced masking, and other  
27 dangerous violations of their rights to bodily autonomy and informed consent. CHD-CA's mission is  
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1 to end childhood health epidemics by working to end harmful exposures, hold those responsible  
2 accountable, and to establish safeguards. The harm of unsafe vaccines has been a focus for CHD and  
3 CHD-CA for many years. CHD-CA has members who are students attending SCU themselves,  
4 including but not limited to Plaintiff Glenn and Plaintiff Kosinski, as well as parents of students  
5 attending SCU who have not submitted to all or part of the Mandate and do not intend to submit to the  
6 Mandate, including any additional booster dose requirements. CHD-CA brings this action on behalf  
7 of its student members and plaintiffs individually named for the benefit of all others similarly situated,  
8 in support of CHD-CA's mission to defend medical freedom, the right to informed consent, the right  
9 to refuse unsafe and unwanted medical treatments, and the right to bodily integrity, and to hold  
10 Defendants' accountable for the violation of Plaintiffs' civil rights. The interests CHD-CA seek to  
11 protect in this action are therefore germane to its fundamental purpose and CHD-CA has members  
12 negatively impacted by the Mandate at SCU, including but not limited to Plaintiffs Glenn and  
13 Kosinski; therefore, CHD-CA further meets all associational standing requirements for prosecuting  
14 this action.

15 22. Numerous other SCU students object to SCU's Mandate including any additional  
16 booster dose requirements, for the same reasons as Ms. Glenn and Mr. Kosinski and/or, in some cases,  
17 because the student has already recovered from COVID-19 and possesses natural immunity or "super-  
18 immunity" from having already taken one of the Products and getting COVID-19 thereafter. These  
19 students have declined to join this lawsuit for fear of academic, personal, and/or professional  
20 retribution by SCU Defendants, including SCU administrators and/or faculty, as well as potential  
21 harassment and bullying by their peers.

22 **PARTIES – DEFENDANTS**

23 23. Defendant THE PRESIDENT AND TRUSTEES OF SANTA CLARA COLLEGE, A  
24 CALIFORNIA CORPORATION; (hereafter "SCU") is a California corporation and is an institution  
25 of higher learning accredited by the WASC Senior College and University Commission. SCU is  
26 located in the County of Santa Clara, State of California.

27 24. Defendant LEWIS OSOFSKY is an individual, and a campus physician and health care  
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1 provider at SCU, located in the County of Santa Clara, State of California.

2 25. Defendant DEEPRA ARORA is an individual, and Senior Director of  
3 Communications and Media Relations at SCU, in the County of Santa Clara, State of California.

4 26. Defendants, DOES 1 through 10, inclusive, are and at all times herein mentioned were  
5 individuals, agents, officials, and/or employees of SCU.

6 27. The true names and capacities, whether individual, corporate, associate, or otherwise,  
7 of Defendants DOES 1 through 10, inclusive, are unknown to PLAINTIFFS, who therefore sue said  
8 Defendants by such fictitious names. PLAINTIFFS will ask leave of Court to amend this First  
9 Amended Complaint ("FAC") to show their true names and capacities when the same have been  
10 ascertained. PLAINTIFFS are informed and believe and thereon allege that each of the Defendants  
11 designated herein as DOES 1 through 10, inclusive, is responsible in some manner for the events and  
12 happenings referred to herein which caused the damages to PLAINTIFFS hereinafter alleged.

13 28. Reference to "Defendants" shall include the named Defendants and the "DOE"  
14 Defendants.

15 **JURISDICTION AND VENUE**

16 29. This action arises under the applicable California statutes and common law, and the  
17 California and United States Constitutions as well as applicable Federal law.

18 30. This Court has jurisdiction over complaints for injunctive relief under California Code  
19 of Civil Procedure ("CCP") sections 525 and 526 and jurisdiction over complaints for declaratory  
20 relief under CCP § 1060.

21 31. Plaintiffs are seeking combined damages in excess of \$25,000 and their case is properly  
22 classified as an unlimited civil case under CCP §§ 85, 86, and 88.

23 32. This Court is the proper venue for this action because the acts, transactions and  
24 occurrences giving rise to this action occurred in substantial part in the City of Santa Clara, in the  
25 County of Santa Clara, in the State of California. Defendants either reside in or maintain business  
26 offices in this County, a substantial portion of the transactions and wrongs complained of herein took  
27 place in this County, including Defendants' primary participation in the acts detailed herein, and  
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1 Plaintiffs' injuries occurred in this County. (CCP §§ 15, 393(b), 394(a), and 401(1)).

## 2 FACTUAL ALLEGATIONS

### 3 COVID-19, the "New Normal," and Unfulfilled Promises of a "Vaccine" Panacea

4 33. In March 2020, the United States government, and almost all of the states, declared  
5 "states of emergency" due to a declared outbreak of a novel coronavirus, COVID-19.

6 34. These declarations of emergency set in motion a devastating and unprecedented chain  
7 of events and imposition of "public health" measures that impacted every man, woman, and child in  
8 the country. Individuals were ordered to "shelter in place," businesses were divided into "essential"  
9 (liquor stores/corporate chains) versus "non-essential" (dental offices/small stores),<sup>3</sup> schools,  
10 churches, and other places of regular assembly were all forbidden to operate, and citizens throughout  
11 the country were ordered to wear cloth or surgical masks, get genetically tested to prove their lack of  
12 disease, and stay "six feet apart" to avoid further spread of COVID-19 or any of its subsequent  
13 variants.

14 35. Unelected public health officials like Dr. Anthony Fauci, mainstream media outlets,  
15 and ominous world-o-meter ticker tapes chronicling daily COVID-19 cases, hospitalization, and death  
16 did their part to keep the majority of citizens terrified enough to go along with most of these  
17 unprecedented restraints on individual liberties. However, many of these compliant citizens were  
18 placated with reassuring promises that such unprecedented restraints would end as soon as a "vaccine"  
19 became widely available.<sup>4</sup>

20 36. After nine months of these devastating, draconian, and, as it turned out, wholly  
21 unnecessary "public health" measures, beginning in December 2020, three Product Manufacturers,

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22 <sup>3</sup> This "public health" decision to only allow "essential" businesses to stay open determined that small garden  
23 center stores were non-essential, while strip clubs were allowed to remain open. See

24 <https://www.cbsnews.com/news/strip-clubs-exempt-covid-rules-judge-san-diego-california/>.

25 <sup>4</sup> CDC Says Vaccinated People Can Go Back to Normal Life, VOA News (May 13, 2021),  
26 [https://www.voanews.com/a/covid-19-pandemic\\_cdc-says-vaccinated-people-can-go-back-normal-](https://www.voanews.com/a/covid-19-pandemic_cdc-says-vaccinated-people-can-go-back-normal-life/6205791.html)  
27 [life/6205791.html](https://www.voanews.com/a/covid-19-pandemic_cdc-says-vaccinated-people-can-go-back-normal-life/6205791.html) (last visited February 28, 2022); Victoria Bell, *Life to be back to normal by spring, after*  
28 *COVID vaccine breakthrough, expert says*, Yahoo News (November 2020), [https://uk.news.yahoo.com/life-](https://uk.news.yahoo.com/life-should-be-back-to-normal-by-spring-after-vaccine-breakthrough-expert-says-155456170.html)  
[should-be-back-to-normal-by-spring-after-vaccine-breakthrough-expert-says-155456170.html](https://uk.news.yahoo.com/life-should-be-back-to-normal-by-spring-after-vaccine-breakthrough-expert-says-155456170.html) (last visited  
March 1, 2022); *Get vaxxed, already, so we can all get back to normal*, New York Post, (July 21, 2021),  
<https://nypost.com/2021/07/21/get-vaxxed-already-so-we-can-all-get-back-to-normal/> (last visited March 1,  
2022).

Pfizer-BioNTech, Johnson & Johnson, and Moderna, announced that they had each produced a safe and effective “COVID-19 biologic” (collectively, the “Products”). These Products were each in turn then granted emergency use authorization (“EUA”) by the FDA. EUA does not allow such products to be marketed as “safe and effective” because those findings have yet to be made through completion of clinical trials and other long-term studies, which are still ongoing.

37. Although a significant portion of the terrorized public welcomed these Products as a “way back to normal,” others, due to legitimate fears of rushed-to-market products that had skipped the normal 5-10 years of “vaccine” development and safety testing and were in fact still in clinical trials, the unprecedented use of novel mRNA technology, and/or the politization of “science,” were less willing to take any of the Products.

38. Official public health authorities, on the other hand, were extremely enthusiastic. Almost immediately, public health officials began calling these Products “vaccines” and proclaiming that they would “stop the spread of COVID-19.” Centers for Disease Control (“CDC”) officials like Rochelle Walensky, media talking heads like Rachel Maddow, and President Biden himself all made reassuring, adamant, and repeated proclamations that once you were “vaccinated” with one of these Products, you would no longer get COVID-19, spread COVID-19, or have to wear a mask.<sup>5</sup>

39. Unfortunately, none of this was ever true.

40. In fact, in the actual materials filed by the Product Manufacturers with the FDA in order to get EUA for their Products, the Product Manufacturers specifically admitted that their Products were never tested for their ability to stop infection or transmission, but only for their ability to reduce the “symptoms of severe disease.”

41. Nevertheless, a coordinated campaign of public health authority misinformation

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<sup>5</sup> Dan Hausle, *Go get the Shot: Biden highlights path back to normal*, Associated Press (April 2021), <https://www.usnews.com/news/politics/articles/2021-04-27/in-fight-against-virus-biden-looks-for-path-back-to-normal> (last visited March 1, 2022); CNBC – Covid WH Briefing: CDC: Vaccines 90%-95% effective; Fully-vaccinated people don't need to mask, physically distance in most cases (May 2021), <https://www.youtube.com/watch?v=S-2nE6AK1OU> (last visited March 1, 2022). For a stark visual collection of this representational fraud, see El Gato Malo, *Yes, the Vaccines Were Supposed To Stop Covid Spread, Yes, the Experts Told Us So: Adventures in Revisionist History* (December 30, 2021), <https://boriquagato.substack.com/p/yes-the-vaccines-were-supposed-to?s=r>.



1 continued, and it is likely that the majority of U.S. citizens were under the reasonable impression that  
2 these Products could prevent infection and community transmission.

3 42. There may be a number of reasons for public health officials' active participation in  
4 this representational fraud. First, these officials had to convince people to take the Products they had  
5 long promised for the last nine months as the only way back to normal. Offering a product that does  
6 not do anything to stop infection or transmission to end an infectious disease pandemic is admittedly  
7 a hard sell.

8 43. Second, these officials might have needed some additional time to figure out how to  
9 "message" to those trusting citizens who had been promised a return to normal that in fact they would  
10 still need to mask up, test, socially distance, and quarantine post-injection, just like they did pre-  
11 injection. In other words, that things would not actually "return to normal," after taking one of the  
12 Products, and might never do so.

13 44. Third, since top public health decision-makers had apparently already decided that  
14 "universal vaccination" was the desired governmental policy and therefore these Products would not  
15 simply be optionally available for the "elderly" and "at-risk" populations, but rather would soon be  
16 forced upon the entire population through employment and school mandates and/or city or state-wide  
17 "vaccine" passport systems, authorities had to create a plausible narrative that would build public  
18 support for forcing these Products on individuals not wanting to take them. Clearly there is little to  
19 no legitimate public health justification for compelling an unwanted medical intervention to *protect*  
20 *others* against infectious disease when the intervention does not actually prevent transmission.

21 45. Finally, Products that do not actually prevent reinfection or transmission of the disease  
22 would likely not qualify as a "vaccine" under pre-2020 common medical understandings of the word,  
23 and presumably would not enjoy the enormous liability protections given by government to this unique  
24 class of drugs,<sup>6</sup> absent a *deus ex machina* intervention, such as the re-definition of the term "vaccine"  
25 by the CDC and other officials.<sup>7</sup>

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26 <sup>6</sup>See e.g., United States Department of Justice: Vaccine Injury Compensation Program  
27 <https://www.justice.gov/civil/vicp> (last visited March 1, 2022).

28 <sup>7</sup> CDC did in fact change the definition of the words "vaccine" and "vaccination" in 2021 so that it would now  
include the COVID-19 biologics. As the CDC concedes by changing its own definitions of "Vaccine" and

46. The actual reasons why “public health” authorities and certain popular media personalities made claims about these Products that were already known to be false at the time they were made may never be entirely clear. However, it appears obvious that somewhere along the chain of governmental command, a decision was made that despite the acknowledged inability of these Products to stop infection or transmission, these Products should nevertheless be enthusiastically and repeatedly offered to, or coerced upon if necessary, every man, woman, and child in the United States, and as quickly as possible. In sum, the entire country would be placed into an involuntary clinical trial, and without any true informed consent.

### **Enlistment of Private Actors to Force State-Sponsored “Universal Vaccination”**

#### **Objectives**

47. To achieve the federal and state governmental goal of “universal vaccination,” many lies were told. Government and private entities, including major media companies, advanced a provably false narrative.<sup>8</sup> Scientists and doctors who dared to counter the need for universal vaccination were silenced, shamed, censored, and deplatformed from social media networks, programs, and internet sites – often at the behest of the federal and state governments.<sup>9</sup> Definitions of what qualified as a “vaccine” were in fact changed, and enormous financial incentives were given by the federal and state governments to organizations such as local governments, school districts, colleges

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“Vaccination,” the COVID vaccines are not vaccines in the traditional sense. The FDA in fact classifies them as “CBER-Regulated Biologics” otherwise known as “therapeutics,” which falls under the “Coronavirus Treatment Acceleration Program.” See FDA, *Coronavirus (COVID-19) | CBER-Regulated Biologics*, <https://www.fda.gov/vaccines-blood-biologics/industry-biologics/coronavirus-covid-19-cber-regulated-biologics> (last visited October 18, 2021); FDA, *Coronavirus Treatment Acceleration Program (CTAP)*, <https://www.fda.gov/drugs/coronavirus-covid-19-drugs/coronavirus-treatment-acceleration-program-ctap> (last visited October 18, 2021).

<sup>8</sup> Many now are just starting to understand the enormity of the fraud. See e.g., Robert Malone, *Origins and Trajectories of the Covid Phenomenon* (June 13, 2022) [ <https://rwmalonemd.substack.com/p/origins-and-trajectories-of-the-covid?s=r> ] [“It’s not the case that the approved narrative is 95% true, with a 5% lie tacked on the end that’s causing the trouble. The entire narrative is false, it’s a globally deployed fraudulent information ecosystem that’s been radically propagandized.”]; Dr. Naomi Wolf, *Dear Friends, Sorry to Announce a Genocide*, Outspoken with Dr. Naomi Wolf (May 29, 2022) [“The lies revealed are stunning”], <https://naomiwolf.substack.com/p/dear-friends-sorry-to-announce-a?s=r>.

<sup>9</sup> See e.g., John P. Ionnandis, *Citation Impact and Social Media Visibility of Great Barrington and John Snow Signatories for COVID-19 strategy*, BMJ Open, available at <https://bmjopen.bmj.com/content/12/2/e052891>; James Harrigan, *Science Kardashians vs. The Great Barrington Declaration*, AIER (February 15, 2022), <https://www.aier.org/article/science-kardashians-vs-the-great-barrington-declaration/>.

1 and universities, hospitals, and other private businesses, all to advance this pre-determined universal  
2 vaccination governmental policy. Federal and state public health officials and agencies likewise  
3 advanced relentless and ubiquitous COVID-19 vaccination advertising campaigns.

4 48. Likely anticipating that they would face significant legal challenges in trying to  
5 mandate the Products at the federal level,<sup>10</sup> the federal government first enlisted friendly state actors  
6 to mandate these Products at the state level, using numerous strategies and financial incentive  
7 programs.<sup>11</sup>

8 49. In states such as California, with Governors and public health officials wholly  
9 unopposed to coercive medical interventions for their citizens, mandates of COVID-19 Products were  
10 quickly rolled out for all state, county, city, and healthcare workers.<sup>12</sup> In addition, a number of major  
11 cities, including Los Angeles, San Francisco, and Berkeley forced vaccine passports on their citizens,  
12 whereby showing proof of submission to taking a Product became necessary simply to participate in  
13 many ordinary activities of normal life.<sup>13</sup> Even individual K-12 school districts in California were  
14 also willing to mandate Products for the schoolchildren in their care, despite not having any legal  
15 authority to do so, and despite no available, fully approved FDA Product for these young children.<sup>14</sup>

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17 <sup>10</sup>See Megan Leonhardt, *What the Supreme Court Strike-Down of Vaccine Mandate Means for Employers*,  
18 Fortune Magazine (Jan. 14, 2022), <https://fortune.com/2022/01/14/supreme-court-strikes-down-vaccine-mandate-what-that-means-employers/>.

19 <sup>11</sup> See e.g., American Council on Education, *Coronavirus Higher Education Relief Fund, Simulated*  
20 *Distribution of the Funds under the CARES Act*, available at <https://www.acenet.edu/Policy-Advocacy/Pages/HEA-ED/CARES-Act-Higher-Education-Relief-Fund.aspxh>.

21 <sup>12</sup> See e.g., Office of Governor Newsom, *California Implements Measures to Encourage State Employees and*  
22 *Health Care Workers to Get Vaccinated* (July 26, 2021), <https://www.gov.ca.gov/2021/07/26/california-implements-first-in-the-nation-measures-to-encourage-state-employees-and-health-care-workers-to-get-vaccinated/>.

23 <sup>13</sup> See, e.g., LA Mayor Press Release: *Mayor Garcetti Signs Vaccine Mandate For Indoor Venues* (October  
24 2021) (“Mayor Eric Garcetti today signed an ordinance that will require eligible individuals to be vaccinated  
in order to enter indoor public spaces including, but not limited to, restaurants, bars, gyms, sports arenas, nail  
salons, and all indoor City facilities.”), <https://lamayor.org/mayor-garcetti-signs-vaccine-mandate-indoor-venues> (last visited March 1, 2022).

25 <sup>14</sup> See e.g., *Judge rules against SDUSD’s student vaccine mandate in final ruling*, KUSI.com (December  
26 2021), <https://www.kusi.com/judge-rules-against-sdusds-student-vaccine-mandate-in-final-ruling-favoring-let-them-choose/> (last visited March 1, 2022); *Three Attorney Moms Win First Legal Battle in Case Against*  
27 *Piedmont Unified School District to Stop Vaccine Mandate*, Children’s Health Defense, California Chapter  
website (January 2022), <https://ca.childrenshealthdefense.org/legal/three-attorney-moms-win-first-legal-battle-in-case-against-piedmont-unified-school-district-to-stop-vaccine-mandate/> (last visited March 1, 2022).

50. In addition to enlistment of traditional state actors to coerce uptake of these Products, federal agencies also began strongly encouraging, financially incentivizing, and/or otherwise pressuring and enlisting *private organizations* such as private businesses, colleges, and hospitals to also use their significantly unequal bargaining power to impose uptake of the Products on their respective employees, students, and/or patients needing medical care.

51. None of these formerly autonomous and relatively private entities and organizations were remotely qualified on their own to make such momentous and irreversible medical decisions for their employees, students, or other individuals. All simply ignored the unique medical histories, risk profiles, and/or personal beliefs of such individuals in doing so.

52. All of these intrusions upon individual bodily autonomy were done at the behest of the federal, state, and/or county governments and without any independent risk-benefit analyses for their respective students or employees. A proper analysis would have included: (a) an understanding of the limitations of any of these Products to stop infection or transmission of COVID-19 or any subsequent variants; (b) consideration of the clear safety warning signals already emerging from available studies and/or governmental agencies' own early warning adverse event reporting systems, such as the CDC/NIH's Vaccine Adverse Event Reporting System ("VAERS"); and/or (c) thoughtful consideration of whether the actual law or long-standing principles of medical ethics allowed or supported forcing experimental medical products on individuals – and particularly young healthy adults – who in many instances neither needed nor wanted them.

## SCU's Fall Semester Product Mandate

53. Defendant SCU was among the private universities willing to go along with government-incentivized coercive Product mandates, largely in exchange for millions of dollars in federal CARES Act Relief Funding.

54. In late July 2021, after the majority of SCU's student population had already committed to attending SCU and had paid their fall tuition, housing, and other associated college fees, SCU announced its Initial Mandate for its students as a condition to these students attending classes or living in residential housing for the 2021-2022 academic year.

1           55. Defendant SCU indicated that it would not accept religious exemption requests for  
2 students and would grant only limited medical exemptions, despite allowing religious exemptions for  
3 faculty and staff.

4           56. Although many students and SCU families opposed SCU's Initial Mandate, many  
5 students ultimately submitted to the Initial Mandate under duress, and due to the coercive tactics of  
6 SCU administrators. SCU utilized its unequal bargaining power to, among other things, threaten  
7 students with sudden loss of education, campus housing, already paid tuition, and academic and/or  
8 athletic scholarships if they did not submit. Plaintiff Kosinski was one of the students who refused to  
9 comply with the unlawful Initial Mandate and was disenrolled from his master's program in robotics  
10 in the fall of 2021. His requests for religious, medical, and/or personal belief exemptions were all  
11 denied.

12           57. Soon after submitting to the Initial Mandate, many SCU students became infected with  
13 COVID-19 only after they were purportedly "vaccinated" against it. These students subsequently  
14 recovered, and according to many public health sources at the time, then possessed a "super-  
15 immunity," due to both the initial doses of one of the Products and their actual recovery from the  
16 disease itself.<sup>15</sup>

17           58. In addition to contracting COVID-19 only after submitting to the Initial Mandate, a  
18 number of students, including Plaintiff Glenn, after having their initial religious and/or medical  
19 exemption requests wrongfully denied, ultimately submitted to getting a first and/or second dose of a  
20 Product, and suffered significant adverse effects as further described hereinbelow.

21           59. Not wanting to suffer any further health harms, Plaintiff Glenn submitted two separate  
22 medical exemption requests to exempt her from any further Mandate requirements. Each separate  
23 request was signed by an independent and licensed medical doctor who had treated Plaintiff Glenn  
24 after her post-injection injuries.

25  
26 <sup>15</sup>Erika Watts, *COVID-19 combined with infection provides 'super immunity,'* Medical News Today (January  
27 31, 2022), <https://www.medicalnewstoday.com/articles/covid-19-vaccine-combined-with-infection-provides-super-immunity>. It is unclear whether this claim of "super-immunity" was yet another blatant lie by the public  
28 health community to lessen any outrage over the rampant "breakthrough cases" after injection that could no longer be called "rare."

1           60. Plaintiff Glenn's requests were not only wrongfully denied by SCU, but SCU, through  
2 its agent Defendant Osofsky, took additional steps to interfere with Plaintiff Glenn's doctor-patient  
3 relationships by, among other things, calling and/or writing to the two independent treating physicians  
4 and pressuring them to retract their support for Plaintiff Glenn's medical exemption requests.

5           61. Defendant Osofsky's stated reason for interfering with Plaintiff Glenn's private doctor-  
6 patient relationships was because Defendant Osofsky did not personally believe Plaintiff Glenn's post-  
7 injection adverse effects were "severe enough" to warrant an exemption from taking further doses of  
8 the Products since she did not require hospitalization.

9           62. Defendant Osofsky was also working as an agent of the County and state in his role  
10 as Vice President of Community Health at the Santa Clara County Medical Association, where his  
11 role was to "implement public health policies in Santa Clara County that have been recommended by  
12 the State of California" (Osofsky Dec. ¶ 4).

13           63. In addition, on information and belief, SCU had also agreed with the County, state  
14 and federal governments to achieve "high compliance" rates for its Initial Mandate both in exchange  
15 for millions of dollars in federal CARES Act Relief Funding, and to achieve desired County and  
16 state "vaccination" goals, and therefore sought to aggressively deny the majority of student medical  
17 exemption requests, unless a student was actually hospitalized with a severe reaction after taking one  
18 of the Products.

19           64. Consequently, Defendants informed Plaintiff Glenn that she would still be required to  
20 submit to further doses of the Product that had already resulted in her demonstrable harm.

21           **Product Failures Lead to Unscientific and Dangerous "Booster" Campaigns**

22           65. By mid-fall of 2021, it was apparent from the COVID-19 case and transmission data,  
23 studies of the Products' effectiveness, and other sources of data that the Products were failing to work  
24 as promised.<sup>16</sup>

25  
26           <sup>16</sup> Madeline Holcomb, *Fully Vaccinated People Who Get a CoVID-19 Breakthrough Infection Transmit the*  
27 *Virus, CDC Chief Says*, CNN Health (August 6, 2021), [https://www.cnn.com/2021/08/05/health/us-](https://www.cnn.com/2021/08/05/health/us-coronavirus-thursday/index.html)  
28 [coronavirus-thursday/index.html](https://www.cnn.com/2021/08/05/health/us-coronavirus-thursday/index.html) (last visited October 18, 2021); *see also Resurgence of SARS-CoV-2 Infection*  
*in a Highly Vaccinated Health System Workforce*, N Engl J Med (September 30, 2021).

66. Specifically, it was no longer plausible to deny that “vaccinated” individuals were being infected at alarming rates and were transmitting COVID-19 to others (whether “vaccinated” or “unvaccinated”), particularly the Delta and Omicron variants, at the same rates as -- or in some cases more than -- “unvaccinated” individuals were transmitting.<sup>17</sup>

67. Given such evidence, public health authorities were forced to admit that the Products had “short term efficacy” of two to eight weeks at best, and were not, as originally proclaimed, doing very well to prevent infection, transmission, hospitalization, or even death due to COVID-19 or any of its variants. In fact, some studies were indicating that the Products might be causing “negative efficacy” in some individuals, particularly after repeated doses.<sup>18</sup>

68. As a solution, some public health authorities urged, or mandated, uptake of additional third -- or even fourth -- doses of these apparently short-lived Products.

69. Although the ingredients and mechanisms remained the same as the original products that were designed to combat the original Alpha COVID-19 variant, authorities and manufacturers nevertheless erroneously dubbed these additional doses “boosters” and announced that an indeterminate number of these “booster” doses might at some point be required, again due to the “short term efficacy” of the original doses.<sup>19</sup>

70. It was unclear to many observers how Products developed for the initial variant of the virus would also work against subsequent variants, including variants that some experts believed might have evolved in direct response to mass administration of the Products themselves during the middle

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<sup>17</sup> See e.g., *Transmission of SARS-CoV-2 Delta Variant Among Vaccinated Healthcare Workers, Vietnam*, The Lancet (August 10, 2021), <https://ssrn.com/abstract=3897733> (last visited October 18, 2021); Brown, et al., *Outbreak of SARS-CoV-2 Infections, Including COVID 19 Vaccine Breakthrough Infections, Associated with Large Public Gatherings-Barstable County, Massachusetts*, MMWR Morb Mortal Wkly Rep (July 2021), [https://www.cdc.gov/mmwr/volumes/70/wr/mm7031e2.htm?s\\_cid=mm7031e2\\_w](https://www.cdc.gov/mmwr/volumes/70/wr/mm7031e2.htm?s_cid=mm7031e2_w) (last visited October 18, 2021). See also CDC, *Interim Public Health Recommendations for Fully Vaccinated People*, Centers for Disease Control, <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated-guidance.html> (last visited October 18, 2021).

<sup>18</sup> See e.g., Steve Kirsch, *New Studies Show that the COVID Vaccines Damage Your Immune System, Likely Permanently* (Dec. 24, 2021), <https://stevekirsch.substack.com/p/new-study-shows-vaccines-must-be-s-r> (links to primary sources).

<sup>19</sup> See e.g., Marianne Guenot, *Israel's Vaccine Pass Will Expire 6 Months after 2<sup>nd</sup> Dose, Meaning People Will Need Booster Shots to Keep Going to Restaurants and Bars*, <https://www.businessinsider.com/israel-vaccine-pass-to-expire-after-6-months-booster-shots-2021-9> (last visited October 18, 2021).



1 of a pandemic. Indeed, a number of scientists were now sounding the alarm that the Products  
2 themselves might be the cause of emerging and likely vaccine-resistant “variants,” leading to a never-  
3 ending “pandemic.”

4 71. Regardless, Federal, State, and County public health authorities within the United  
5 States began to incentivize schools and universities with “COVID-19 Relief Funding” to now mandate  
6 “booster” doses of these same Products.

7 **EUA Approval for Boosters Was Based on Politicized, Fraudulent Science**

8 72. “Booster” doses of all Products for all age groups are authorized only under an EUA,  
9 meaning that third and fourth doses of these Products are completely experimental.

10 73. In fact, all Products *currently available* for any age in the United States, including the  
11 initial doses and any “booster” doses, remain unapproved. Available Products in the United States  
12 are EUA only pursuant to 21 U.S.C. §360bbb-3. Although the FDA purportedly approved Pfizer’s  
13 “Comirnaty” vaccine product on August 23, 2021 -- conveniently right before schools and colleges  
14 reopened for the fall term -- and approved Moderna’s “SpikeVax” product on January 31, 2022, as of  
15 the date of this FAC, neither the Comirnaty or the Spikevax products are available for consumers  
16 anywhere in the United States, including SCU students.

17 74. The difference between “Approval” and “Authorization” is not a semantic but a legally  
18 substantive distinction. Medical and pharmaceutical products allowed to be marketed pursuant to this  
19 EUA provision of law have very real distinctions from fully FDA-approved products, and come with  
20 explicit, distinct legal restrictions and requirements, including the prohibition on marketing an EUA  
21 product as “safe and effective” because that claim cannot be made without FDA licensure.

22 75. The most critical right of a potential recipient being offered an EUA product is the right  
23 to refuse the product. (21 U.S.C. §360bbb-3).

24 76. Congress passed this provision of the Food, Drug, and Cosmetic Act to address the  
25 problem raised in *emergency situations*, where the public could be at risk of exposure to a biological,  
26 chemical, radiological, or nuclear agent, and any disease caused by such agents, but where there may  
27 not be any previously approved or available countermeasures or other treatments to treat diseases or  
28



1 conditions caused by such agents. The purpose of this section is to make available drugs, devices, or  
2 biological products that have not gone through FDA’s full approval process available as a voluntary  
3 option, as the products may or may not be effective and an inherent risk is assumed. In the event of a  
4 declared emergency, members of the public are permitted to *choose* to take them.

5 77. Coercion and/or compulsion to take EUA Products is entirely inconsistent,  
6 incompatible, and in direct conflict with this federal and congressionally required disclosure and  
7 informed consent provision.

8 78. First by issuing its Initial Mandate and then by adding an additional booster dose  
9 requirement (the “Booster Mandate”) in December of 2021, SCU violated students’ basic legally  
10 established right to informed consent and their enumerated right to refuse experimental products under  
11 EUA law.

12 79. SCU added its additional Booster Mandate despite widespread criticism by  
13 independent scientists and observers of the FDA/CDC’s “booster” authorization process.<sup>20</sup>

14 80. Specifically, on September 17, 2021, the FDA’s Vaccines and Related Biological  
15 Products Advisory Committee (VRBPAC) outright rejected Pfizer’s EUA application for a third dose  
16 of its mRNA shot for all Americans ages 16 and older. The vote against authorization was unanimous.

17 81. Despite this unanimous advisory vote *against booster authorization*, the CDC  
18 announced its support of the booster doses, and the FDA went ahead two months later, skipped any  
19 further VRBPAC expert review process, and authorized both the Pfizer-BioNTech and Moderna  
20 ‘booster’ doses for all adults 18 years and older.

21 82. The FDA vote to override its own advisory committee was so controversial that two  
22 senior FDA regulators immediately resigned in protest and disgust.<sup>21</sup>

23 83. This protest was likely due to the complete lack of credible trial data and the dubious  
24 measurement of “success” relied upon by the CDC and FDA to support EUA for additional “booster”  
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26 <sup>20</sup> See e.g., Toby Rogers, *Some thoughts on Today's ACIP meeting* (Nov. 2, 2021),  
27 <https://tobyrogers.substack.com/p/some-thoughts-on-todays-acip-meeting?s=r>

28 <sup>21</sup> See e.g., Jeffrey Tucker, *The Meaning of FDA Resignations*, Brownstone Institute, (Sept. 14, 2021),  
<https://brownstone.org/articles/the-meaning-of-the-fda-resignations/> (last visited March 1, 2022).

1 doses.

2 84. First, the Product Manufacturers' "booster" studies used no actual unvaccinated control  
3 group. Instead, the trial was comprised solely of two-dose and three-dose "vaccinated" volunteers.

4 85. Second, the sample sizes of the booster trial groups were extremely small and should  
5 never have been used to justify how boosters would "work" on millions of other individuals. The  
6 Moderna booster trial used a mere 149 trial participants who would receive a third dose compared  
7 against 1,055 study volunteers who had received two doses. The Pfizer booster study consisted of 200  
8 participants in total.

9 86. Third, the Product Manufacturers' measurement of "booster" success was equally  
10 dubious. "Success" was measured simply by showing a "rise in antibody levels" between the two-dose  
11 volunteers and the three-dose volunteers. There was no attempt to ascertain the number needed to  
12 vaccinate with this additional dose "booster" in order to prevent a single hospitalization or death from  
13 COVID-19 or any of its variants.

14 87. Finally, the trial did not measure adverse events from the additional third dose, and no  
15 actual 'beneficial' health impacts on the recipients were measured or confirmed.

16 88. In sum, the booster "trials" were a scientific sham, conducted with the least amount of  
17 scientific rigor possible. All involved acted as though they already knew that a predetermined fast-  
18 tracked outcome was guaranteed: CDC and FDA authorization of these additional "booster" doses for  
19 all adults, and eventually all children, throughout the United States.

20 89. On November 19, 2021, two months after its own advisory committee unanimously  
21 recommended against it, FDA granted EUA status for both Pfizer-BioNTech and Moderna "booster"  
22 shots for all adults in the United States ages 18 years and older. The Johnson & Johnson booster was  
23 soon thereafter also granted EUA.<sup>22</sup>

24 90. Apparently, the "science changed," and it conveniently aligned with powerful  
25 corporate interests.

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27 <sup>22</sup> See e.g., FDA Letter of EUA for single booster use of Janssen COVID-19 Vaccine – November 19, 2021,  
28 <https://www.fda.gov/media/146303/download>. (last visited March 1, 2022).

91. It is no wonder why many Americans no longer trust the CDC<sup>23</sup> or why epidemiologist and COVID-19 medical expert Vinay Prasad has recently opined that colleges imposing “booster” requirements on young healthy adults have engaged in “astonishing foolishness” in doing so.<sup>24</sup>

**SCU’s Booster Mandate Was a Breach of Contract and Implied Good Faith with Its Students**

92. Despite now having clear notice and actual evidence that many of its students had only contracted COVID-19 after being “vaccinated” against it and that the Products had already caused actual harm to at least some of its students, SCU imposed a Booster Mandate as a condition to SCU students’ continuing with their education for the 2022 spring term, less than one month after FDA’s sham granting of EUA for the “boosters.”

93. SCU announced its Booster Mandate during the Winter break of 2021, after SCU students had already selected their spring courses and only after collecting tuition and fees from SCU families and students for the spring term.

94. As with its Initial Mandate, SCU refused to accept religious exemption requests from students to the Booster Mandate but allowed them for faculty and staff. On information and belief, SCU has also continued to reject legitimate medical exemption requests, including requests for medical exemptions submitted by SCU students who had already suffered adverse effects from earlier doses of a Product, including Plaintiff Glenn.

95. In addition, on information and belief, SCU imposed its Mandate, including the additional Booster Mandate even on SCU students who were solely attending classes remotely and

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<sup>23</sup> See Dr. Marty Makary, *Why America Doesn’t Trust the CDC*, Newsweek (June 10, 2022), <https://www.newsweek.com/why-america-doesnt-trust-cdc-opinion-1713145> (noting the sham FDA authorization process and the corporate capture of those approving the products for children); Toby Rogers, *The Massacre of Innocents: The FDA and CDC launch a reckless nationwide medical experiment on children* (June 21, 2022) (noting that “the meetings were surreal as so-called “experts” displayed no critical thinking skills and instead wallowed in cliches supplied to them by the pharmaceutical industry.”), <https://tobyrogers.substack.com/p/the-massacre-of-the-innocents>.

<sup>24</sup> See Dr. Vinay Prasad, *Public Health Needs Restriction: Observations and Thoughts* (February 26, 2022), [https://vinayprasadmph.substack.com/p/public-health-needs-restrictions?utm\\_source=url](https://vinayprasadmph.substack.com/p/public-health-needs-restrictions?utm_source=url) (“Colleges should be prohibited from mandating medical products under the auspices of EUA. What is going on right now on college campuses is astonishing foolishness”). See also *University Vaccine Mandates Violate Medical Ethics* (June 4, 2021), <https://www.wsj.com/articles/university-vaccine-mandates-violate-medical-ethics-11623689220>.

1 thus could not be of any plausible health risks to the SCU in-person community.

2 96. SCU also refuses to recognize a “natural immunity” or alleged “super-immunity”  
3 medical exemption request to the Booster Mandate, despite there now being over 140 studies  
4 establishing the superiority of natural immunity to any short-lived “vaccine-induced” immunity.<sup>25</sup>

5 97. In addition, given that numerous public health sources and officials claim that the  
6 combination of taking a Product and recovering from COVID-19 or any of its variants confers “super-  
7 immunity,” SCU’s ongoing decision to ignore this “super-immunity” and to demand these recovered  
8 students submit to a third dose of Product demonstrates that its Booster Mandate has nothing to do  
9 with concern for its student health – and everything to do with compliance with absurd protocols for  
10 their own sake in lockstep with a governmental “vaccination” policy gone tragically – or intentionally  
11 -- awry.

12 98. SCU did not, and does not, possess the relevant medical expertise to force these  
13 Products on its students. Rather, it imposed this additional and unlawful Booster Mandate to aid and  
14 abet a governmental goal of “universal vaccination” in exchange for millions of dollars in federal  
15 “COVID-19 relief funds,” despite no evidence that: (1) additional doses of the same failing products  
16 would prevent against infection, transmission, hospitalization, or death among the SCU community  
17 due to COVID-19 or any of its variants; or (2) coercing young healthy adults to take *additional* doses  
18 of the same Products would be free of any new significant adverse reactions.

19 99. On information and belief, SCU plans to continue its Mandate, forcing additional  
20 booster requirements on its young healthy students and moving the goal posts of “fully vaccinated”  
21 each term, as the Product Manufacturers and public “health” officials – and their financial interests --  
22 demand.

23  
24 <sup>25</sup> See e.g., *Lasting immunity found after recovery from COVID-19*, NIH Research Matters (Jan. 26, 2021),  
25 <https://www.nih.gov/news-events/nih-research-matters/lasting-immunity-found-after-recovery-covid-19> (last  
26 visited March 1, 2022); Sivan Gazit, et. al., *Comparing SARS-CoV-2 natural immunity to vaccine-induced*  
27 *immunity: reinfections versus breakthrough infections* (Aug. 25, 2021) (“This study demonstrated that natural  
28 immunity confers longer lasting and stronger protection against infection, symptomatic disease and  
hospitalization caused by the Delta variant of SARS-CoV-2, compared to the BNT162b2 two-dose vaccine-  
induced immunity.”) <https://www.medrxiv.org/content/10.1101/2021.08.24.21262415v1%20> (last visited  
March 1, 2022).

## **Risk and Benefits Weigh Against Booster Mandate or Any Further Doses of These Risky**

### **Products**

100. Had SCU done *any* risk-benefit analysis or due diligence before deciding to coerce additional and unwanted Products on its students, it might have discovered the actual and deeply concerning empirical evidence related to the safety and lack of effectiveness of these still-unapproved Products.

101. Specifically, real world data coming out of highly “vaccinated” and “boosted” countries such as Israel and the United Kingdom are already showing that additional third and fourth doses of the Products also lack long-term efficacy and lose whatever slight “effectiveness” against COVID-19 or any of its variants they may have plausibly had within two to eight weeks of injection.<sup>26</sup>

102. In fact, the data now emerging from the UK and Israel suggests that additional third and fourth doses of these Products leads to *negative efficacy*, making those with third and fourth doses of a Product even more likely to get infected – and to transmit – COVID-19 or any of its variants.

103. Even more concerning: data from these highly “boosted” and “vaccinated” countries such as Israel, Iceland, UK, Portugal, and Gibraltar suggests that these countries suffered an extraordinary rise in excess deaths in 2021, post Product roll-out. Recent official reports from England also confirm that 9 out of every 10 “COVID-19” deaths in that country in the last month have been “fully vaccinated” and 4 out of 5 of those deaths are in the “triple vaccinated” or “boosted”<sup>27</sup>

104. Studies are also now suggesting that additional “booster” doses of these Products could actually lead to significant harm to booster recipients by way of dysregulation of the natural adaptive and innate immune systems.<sup>28</sup> In other words, too many primes of the pump might in fact cause an

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<sup>26</sup> See e.g., Regev-Yochay, *4<sup>th</sup> Dose COVID mRNA Vaccines’ Immunogenicity & Efficacy Against Omicron VOC* (Feb. 15, 2022), <https://www.medrxiv.org/content/10.1101/2022.02.15.22270948v1>; see also *EU Regulator Expresses Doubt on Need for Fourth Dose*, Reuters (Jan. 11, 2022), <https://www.reuters.com/business/healthcare-pharmaceuticals/eu-drug-regulator-says-more-data-needed-impact-omicron-vaccines-2022-01-11/>.

<sup>27</sup> See e.g., UK COVID-19 vaccine surveillance report, week 8 (Feb. 24, 2022), [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1057599/Vaccine\\_surveillance\\_report\\_-\\_week-8.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1057599/Vaccine_surveillance_report_-_week-8.pdf). See also, e.g., Alex Berenson, *Overall Deaths in Australia, Where Nearly Everyone is Vaccinated, is Spiking*, June 5, 2022, <https://alexberenson.substack.com/p/overall-deaths-in-australia-where?s=>

<sup>28</sup>See e.g., Fohse, et. al., *The BNT mRNA Vaccine against SARS-COV-2 Reprograms Both Adaptive and*

unwelcome overreaction, and a dangerous increase in the risk of self-to-self attack.<sup>29</sup>

105. Other studies now suggest that “vaccinating” those with pre-existing immunity to SARS-Cov-2 from either prior natural infection or post-“vaccine” infection and recovery may also lead to increased risks of harm, such as through significantly increased risks of antibody dependent enhancement and/or increased risk of blood clotting.

106. Another recent study suggests that, although it was originally presumed that the injection of mRNA genetic material would stay localized in the area of injection, it is now believed that the “spike protein” in many cases actually travels elsewhere in the body very quickly, sometimes reaching the liver, the spleen, the adrenal glands, the ovaries, and sometimes the brain – places where the actual SARS-Cov-2 virus does not usually travel.<sup>30</sup>

107. Still another recent study suggests the possibility that the mRNA injection might even rewrite our human DNA through a process called reverse transcription.<sup>31</sup>

108. Alarming safety signals within VAERS also weigh against Product mandates or even Product use entirely. As of June 12, 2022, there were over 1.2 million reports of adverse effects from the Products, including over 28,000 reported deaths and over 160,000 post-vaccine-related hospitalizations occurring soon after uptake of one of the Products. These adverse effects include myocarditis, Bell’s Palsy, Guillain-Barre, Transverse Myelitis, paralysis, seizures, aphasia, blood clotting, thrombocytopenia, cardiac arrest, strokes, organ failures, and a drastic increase in miscarriages immediately following uptake of a first, second, or third dose of the Products.<sup>32</sup>

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*Innate Immune Responses*, Medrxiv, <https://www.medrxiv.org/content/10.1101/2021.05.03.21256520v1>.

<sup>29</sup> See e.g., *The Dangers of Booster Shots and COVID-19 “Vaccines”: Blood Clots and Leaky Vessels*, <https://doctors4covidethics.org/boosting-blood-clots-and-leaky-vessels-the-dangers-of-covid-19-vaccines-and-booster-shots/>.

<sup>30</sup> See e.g., Jessica Rose, *It Does Incorporate Into Human DNA, and It’s Probably Messing Up Embryogenesis*, <https://jessicar.substack.com/p/it-does-incorporate-into-human-dna?s=r> (discussion of two recent scientific studies).

<sup>31</sup> See Alden, et. al., *Intracellular Reverse Transcription of Pfizer-Biontech COVID-19 mRNA Vaccine BNT162b2 In Vitro in Human Liver Cell Line*, *Current Issues in Molecular Biology*, (Feb. 25, 2022), <https://www.mdpi.com/1467-3045/44/3/73>.

<sup>32</sup> For an easier way to view VAERS data, visit: <https://openvaers.com/covid-data/mortality>. It is widely acknowledged that the VAERS system significantly underreports actual adverse events. It is estimated that only 1%-10% of actual adverse events are recorded in this passive self-reporting system. See *Grant Final Report: Electronic Support for Public Health – Vaccine Adverse Event Reporting System (ESP:VAERS)* (December 1, 2007 to September 30, 2010,



109. There are far more reported adverse events in VAERS due to the Products than for all other “vaccines” combined over the last thirty years.<sup>33</sup>

110. There are also now hundreds of published studies showing vaccine-induced myocarditis following first and second doses of the Products.<sup>34</sup>

111. For males ages 18-24, SCU’s student age cohort, the risk of myocarditis is at least five times greater after taking one of the Products than any risk of myocarditis from the disease itself.<sup>35</sup>

112. In fact, in weighing the risks of myocarditis in adolescents, Taiwan, Norway, and the UK have all suspended the second dose of mRNA “vaccines” for this age cohort due to this increased risk.<sup>36</sup>

113. For young women of child-bearing age, such as SCU’s female student population, the reproductive damage now being associated with these Products may be even more life-shattering.<sup>37</sup>

114. Another concerning data point is the data coming from several large insurance companies. This data suggests there has been an up to 40% increase in unexplained “non-COVID” all-cause mortality for 18-64 year old Americans in 2021—corresponding to the time frame of the roll-out of the Products.<sup>38</sup> While correlation does not equal causation, such an enormous increase in “non-COVID-19” mortality in younger age groups following the introduction of a fast-tracked, highly

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<https://digital.ahrq.gov/sites/default/files/docs/publication/r18hs017045-lazarus-final-report-2011.pdf>.

<sup>33</sup> See e.g., Steve Kirsch, *Estimating the Number of COVID-19 Vaccine Deaths in America*, <https://www.skirsch.com/covid/Deaths.pdf>; Steve Kirsch, *New Big Data Study of 145 Countries Show COVID Vaccines Make Things Worse (Cases and Deaths)* (Jan. 8, 2022), <https://stevekirsch.substack.com/p/new-big-data-study-of-145-countries?s=r> (links to primary sources within).

<sup>34</sup> For a list of studies showing adverse events following uptake of the Products including myocarditis, see Steve Kirsch, *Vaccine Adverse Reactions* (May 27, 2022), <https://stevekirsch.substack.com/p/vaccine-adverse-reaction-articles?s=r>.

<sup>35</sup> See Jessica Rose & Peter McCullough, *A Report on Myocarditis Adverse Events in the U.S. Vaccine Adverse Events Reporting System In Association With COVID-19 Injectable Products*, (Nov. 2, 2021), <https://jessicar.substack.com/p/a-report-on-myocarditis-adverse-events?s=r>.

<sup>36</sup> See Li et. al, *Myocarditis Following COVID-19 BNT162b2 Vaccination Among Adolescents in Hong Kong*, Letter, JAMA Pediatrics (Feb. 25, 2022), <https://jamanetwork.com/journals/jamapediatrics/fullarticle/2789584>.

<sup>37</sup> Naomi Wolf, *Dear Friends, Sorry to Announce a Genocide: It’s Really True, They Know They Are Killing the Babies*, May 29, 2022, <https://naomiwolf.substack.com/p/dear-friends-sorry-to-announce-a?s=r>

<sup>38</sup> See Margaret Menge, *Indiana Life Insurance CEO says Deaths are up 40 percent among people ages 18-64*, The Center Square, (Jan. 1, 2022), [https://www.thecentersquare.com/indiana/indiana-life-insurance-ceo-says-deaths-are-up-40-among-people-ages-18-64/article\\_71473b12-6b1e-11ec-8641-5b2c06725e2c.html](https://www.thecentersquare.com/indiana/indiana-life-insurance-ceo-says-deaths-are-up-40-among-people-ages-18-64/article_71473b12-6b1e-11ec-8641-5b2c06725e2c.html)

orchestrated global “vaccination” program with novel-mRNA-technology should at the very least merit some serious caution and deliberation prior to mandating such Products for other human beings. Indeed, a new phenomenon called “Sudden Adult Death Syndrome” (SADS) is now coming into mainstream media focus, again strangely coinciding with the roll-out of these Products.

115. What may be the most difficult to dispute recent revelations regarding these mRNA Products comes from Pfizer’s own clinical trial materials – materials only released to the public upon court order after both Pfizer and FDA requested that they not be released to the public for at least 75 years. The facts contained in these materials are so devastating to the human population that journalist Dr. Naomi Wolf refers to what is happening as a result of the global use of these Products as a “genocide.”<sup>39</sup>

116. Specifically, Dr. Wolf assembled a volunteer group of over 3,000 highly credentialed doctors, RNs, biostatisticians, medical fraud investigators, lab clinicians, and research scientists who have been going through the 55,000 internal Pfizer documents – the ones FDA and Pfizer had asked a court to keep hidden for 75 years -- and reporting on the findings. These reports reveal an unprecedented level of clinical trial manipulation, collusion, and malfeasance not only by the Product Manufacturers themselves but also by the captured regulatory agencies and public “health” officials allegedly charged with protecting the population. Most recently, these Pfizer documents have revealed that:

- a. By December 2020, both Pfizer and the FDA knew that the mRNA vaccines did not work, “waned in efficacy” quickly, and presented “vaccine failure,” which removed any good reason to even recommend – let alone mandate – them for the entire population.
- b. They also knew back in December of 2020 that one so-called “side effect” of getting “vaccinated” against COVID was: COVID.<sup>40</sup>

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<sup>39</sup> Naomi Wolf, *Dear Friends, Sorry to Announce a Genocide: It’s Really True, They Know They Are Killing the Babies*, May 29, 2022, <https://naomiwolf.substack.com/p/dear-friends-sorry-to-announce-a?s=r>

<sup>40</sup> Indeed, it is becoming harder to fathom the level of cognitive dissonance of those thanking the “vaccine” for keeping them safe, after being “double vaxed,” “boosted” – and then contracting the very disease they were trying to protect against.



- 1 c. By May of 2021, Pfizer and FDA knew that 35 minors' hearts had been damaged a  
2 week after mRNA injection -- but FDA rolled out the EUA products for teens a month  
3 later anyway, and parents were not warned of possible dangers of heart inflammation  
4 until months later, after thousands of teens were vaccinated.
- 5 d. Pfizer and FDA knew that the "spike protein" and lipid nanoparticles did not stay in  
6 the injection site, as repeatedly claimed to the public, but within 48 hours entered the  
7 bloodstream, and from there could lodge into the liver, spleen, adrenals, lymph nodes,  
8 and ovaries of women.
- 9 e. They knew that the Products also traversed the blood-brain barrier.
- 10 f. Pfizer, Moderna, and FDA knew that Moderna's mRNA had more spike protein and  
11 lipid nanoparticles than Pfizer's -- and was causing a higher rate of adverse events to  
12 individuals -- but did not bother to tell the millions of Americans who all got the first,  
13 second, and booster doses of Moderna.
- 14 g. Pfizer skewed its clinical trials female, a gender less prone to cardiac damage -- to  
15 minimize known risks of myocarditis.
- 16 h. In the internal clinical trials themselves, there were over 42,000 adverse events, and  
17 more than 1,200 people died *on the day of injection*.<sup>41</sup>
- 18 i. Adverse events recorded in these Pfizer documents include joint pain, muscle pain,  
19 masses of neurological effects including MS, Guillain Barre and Bells Palsy,  
20 encephaly, blood clotting, thrombocytopenia, strokes, hemorrhages, and many kinds of  
21 ruptures of membranes throughout the human body. Other side effects that Pfizer knew  
22 about but did not disclose to the public were blistering problems, rashes, shingles, and  
23 herpetic conditions.
- 24 j. Pfizer and FDA also knew from the start that some individuals would be highly allergic  
25 to the PEG, a petroleum-derived allergen contained within the Products that causes  
26 many people to go into anaphylactic shock immediately.

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27 <sup>41</sup> *Id.*

1 k. With respect to pregnant women, Pfizer and FDA knew that the mRNA Products' lipid  
2 nanoparticles transverse the amniotic membrane and enter the fetal environment, but  
3 nevertheless told pregnant women that the vaccines were "safe and effective" based on  
4 a short 42 day study using 44 rats. They failed to reveal that of the 36 pregnant women  
5 in the clinical trials whose outcomes were followed, 28 lost their babies. Or that babies  
6 who have vaccinated mothers are now dying disproportionately in highly vaccinated  
7 countries compared to babies who have unvaccinated mothers.

8 l. Pfizer and FDA also knew that a baby had died after nursing from a lactating vaccinated  
9 mother, and that many other babies nursing from vaccinated mothers experienced  
10 agitation, gastrointestinal distress, and failure to thrive. Some vaccinated mothers also  
11 experienced suppressed lactation – or could produce no milk at all.<sup>42</sup>

12 117. In a sane world, all of this now universally available data showing screaming signals  
13 of harm from these Products as well as the intentional misrepresentations of the clinical trial results  
14 would put at least a temporary halt in the "vaccinate everyone multiple times" agenda. Yet there is no  
15 "stopping" point built into the roll-out of these Products – no adverse effects or death toll appears too  
16 high for those pushing these Products. Indeed, the government -- and those public and private entities  
17 and individuals profiting from its "Relief Funding" -- appear to be totally unwilling to acknowledge  
18 this unprecedented vaccine-induced carnage, still robotically parroting that the "vaccines are safe and  
19 effective" while the mounting evidence clearly – and horrifically -- shows otherwise.

20 118. It is said that men go insane in herds but only recover one by one, individually. Perhaps  
21 this explains why, despite this mounting carnage, organizations like SCU and "doctors" like Osofsky  
22 continue in their reckless pursuit of near 100% "vaccination" compliance for their young students,  
23 engaging in the fruitless attempt to eradicate a mutating respiratory virus with a leaky Product that at  
24 best, appears to create more vaccine-resistant variants -- and at worst, appears to be a Trojan Horse  
25 injectable, leading to a severely damaged and decimated population.

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28 <sup>42</sup> *Id.*

1           **SCU Students Are at Little Risk of Severe COVID-19 or Any of Its Variants**

2           119. In contrast to the unprecedented level of adverse effects being reported after receipt of  
3 the Products, for those under 30, the risk of serious morbidity and mortality due to COVID-19 or any  
4 of its variants itself is close to zero.

5           120. Global data from the last 22 months has shown that children and young adults are  
6 extremely unlikely to be hospitalized from COVID-19 or any of its variants, and even less likely to  
7 die from the disease. In fact, the data from Europe suggests that a healthy 18-year-old has a risk of  
8 death of lower than one in 1 million.

9           121. In the United States, the stratified risk from COVID-19 shows the average age of death  
10 from COVID-19 or any of its variants is 78 years old and occurs in a subject with four or more  
11 comorbidities.

12           122. As of January 12, 2022, less than one percent of the country's recorded COVID-19-  
13 related deaths have been individuals under the age of 30.

14           123. With a statistically zero risk of death, hospitalization, or severe symptoms of COVID-  
15 19 or any of its variants, there is literally no legitimate public health reason or any rational basis to  
16 force experimental Products, including additional doses of such Products, on young healthy students,  
17 particularly where these Products do not stop infection or transmission to others and therefore do  
18 nothing to protect anyone else from COVID-19 or any of its variants.

19           124. In forcing its Mandate upon its students without having conducted any necessary risk-  
20 benefit analysis, and despite having actual knowledge of harm to SCU students occurring from  
21 administration of these Products, including but not limited to the named Plaintiffs herein, SCU has  
22 violated numerous fundamental constitutional, statutory, and natural rights of its students, and engaged  
23 in willful, intentional, reckless and/or negligent behavior towards the health, safety and well-being of  
24 students it owes a duty to protect.

25           **Factual Allegations Specific to the Individually Named Parties**

26           125. Plaintiffs reallege and incorporate by reference their allegations in each of the  
27 preceding paragraphs in this FAC as fully set forth herein. The individual plaintiffs are students at  
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1 SCU who are directly affected by the Mandate, including any additional booster dose requirements  
2 now or during future terms, and are imminently threatened with loss of in-person education, services,  
3 scholarships, social activities, and other benefits of an SCU in-person education as a result of not  
4 complying with the terms of the Mandate.

5 126. Plaintiff Harlow Glenn is a 20-year old sophomore at SCU who first requested a  
6 religious exemption to the Initial Mandate on August 23, 2021 in advance of the September 1, 2021  
7 deadline given to her by SCU. Despite Ms. Glenn's deeply held religious beliefs, her religious  
8 exemption request was rejected by defendant Deepra Arora, who thereupon threatened Ms. Glenn  
9 repeatedly through emails and calls about her loss of housing, classes, and other benefits of being an  
10 in-person student at SCU unless Ms. Glenn submitted to the Initial Mandate.

11 127. Ms. Glenn subsequently took a first dose of the Pfizer Product under duress and  
12 immediately suffered severe adverse effects. She experienced an immediate numbing in her legs  
13 amounting to partial paralysis and was taken to the local Emergency Room and treated. Ms. Glenn  
14 then suffered months of severe headaches, menstrual cycle dysfunction, bleeding during urination,  
15 hair loss, severe anxiety, overall body pain, and general malaise. Many of these adverse effects plague  
16 Ms. Glenn to this day.

17 128. Soon after taking the initial Product, Ms. Glenn also came down with an intense bout  
18 of COVID-19.

19 129. Ms. Glenn then sought and was given a doctor's note from her immediate treating  
20 physician, Dr. Steven Ando, which she submitted to SCU and requested medical exemption to taking  
21 another dose of the Product. SCU campus physician, Defendant Osofsky, then interfered with Ms.  
22 Glenn's doctor-patient relationship by contacting Dr. Ando and persuading Dr. Ando to retract his  
23 support for Ms. Glenn's medical exemption request.

24 130. Ms. Glenn then sought treatment and assistance from her regular general practitioner,  
25 Dr. Awadeh. Dr. Awadeh examined Ms. Glenn and treated her for her post-injection injuries and  
26 agreed to support Ms. Glenn's second request for a medical exemption. Dr. Awadeh and Ms. Glenn  
27 submitted a SCU Medical Immunization Exemption Request on the basis of Ms. Glenn's "severe  
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1 reaction to the first dose of the mRNA vaccine product.” Defendant Osofsky then also interfered with  
2 Ms. Glenn’s private doctor-patient relationship by writing to Dr. Awadeh and urging her to retract her  
3 support for Ms. Glenn’s request for medical exemption. Dr. Awadeh informed Ms. Glenn that  
4 defendant Osofsky did not believe Ms. Glenn was entitled to an exemption because her reaction to the  
5 Product had not been “severe enough to require hospitalization.”

6 131. SCU then rejected Ms. Glenn’s second request for medical exemption and informed  
7 her that she would no longer be able to attend SCU or complete her spring semester if she did not  
8 submit to another two doses of the Product.

9 132. After the commencement of this litigation and various communications with SCU and  
10 SCU’s counsel, on March 28, 2022 SCU purportedly granted Plaintiff Glenn’s third request for a  
11 medical exemption. However, on June 2, and June 3, 2022, Defendant SCU sent Plaintiff Glenn two  
12 separate emails indicating that Plaintiff Glenn needed to submit to additional doses of Product under  
13 the Mandate or face disenrollment.

14 133. Plaintiff Glenn does not wish to submit to any further doses of the Products under the  
15 Mandate and will suffer irreversible harm if the Mandate, including any additional booster  
16 requirements, is not enjoined and/or she is not granted a permanent medical exemption until she  
17 graduates from SCU. Plaintiff Glenn also seeks damages for the harms caused to her due to  
18 Defendants’ coercive, reckless, and negligent actions as further described herein.

19 134. Plaintiff Lyle Kosinski is a 30-year old mechanical engineering master’s program  
20 student in robotics and mechatronics systems at SCU who was disenrolled before the fall 2021 quarter  
21 for not complying with the Initial Mandate.

22 135. At the time SCU disenrolled Plaintiff Kosinski for not complying with the Initial  
23 Mandate, he had completed 13 of the 18 classes required for graduation in the highly specialized  
24 robotics program, having only 5 classes to go. Plaintiff Kosinski sought medical, religious and  
25 personal exemptions to the Mandate in the fall of 2021 and in winter of 2022, but SCU denied all of  
26 his exemption requests.

27 136. Out of exemption options, Plaintiff Kosinski then sought permission from SCU to  
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1 complete his remaining five classes at another institution, San Jose State University, which was  
2 allowing religious exemptions to their COVID-19 vaccination requirement.

3 137. SCU not only denied Plaintiff's request for permission to complete his credits  
4 elsewhere, but actively changed SCU's transfer credit policy only after Plaintiff Kosinski's request.  
5 SCU changed its transfer credit policy in order to prevent Plaintiff and all similarly situated  
6 "unvaccinated" students from transferring to or completing credits at another institution that did not  
7 mandate the COVID-19 vaccine or that provided exemptions in order to complete their courses of  
8 study. (**Exhibit B**).

9 138. Being denied this further option to transfer or receive credits elsewhere, Plaintiff  
10 Kosinski sought legal assistance and submitted a new medical exemption request on May 12, 2022  
11 signed by his personal physician, which was denied by SCU (See May 20, 2022 email from Heather  
12 Dumas-Dyer, attached hereto as **Exhibit C**).

13 139. Upon Plaintiff's further inquiry into the reason for the denial of his exemption,  
14 Defendant Osofsky sent a wildly inappropriate email to Plaintiff Kosinski seeking information far  
15 beyond any legitimate inquiry into Plaintiff's medical reasons for seeking exemption, including why  
16 he chose his particular doctor, how far he traveled to see his doctor, and how many times he had visited  
17 his doctor (**Exhibit D**). Upon Plaintiff Kosinski's response to this email, and his cc'ing of Plaintiffs'  
18 counsel, Defendant Osofsky changed his mind and said he would support Plaintiff Kosinski's request  
19 for a medical exemption. At the time of filing of this FAC, Plaintiff Kosinski has not yet received a  
20 medical exemption and has not yet been re-enrolled at SCU.

21 140. Plaintiff Kosinski has already suffered a year of educational losses as a result of his  
22 forced disenrollment by SCU prior to the fall 2021 semester. This has also significantly impacted his  
23 career mobility, as well as his ability to receive a promotion at work, a promotion he had desired, but  
24 which was conditioned upon receipt of this specialized master's degree from SCU. Plaintiff does not  
25 intend to submit to the Mandate, including any additional booster doses that SCU may at some point  
26 require. Plaintiff Kosinski also objects to SCU's violation of his own fundamental right to determine  
27 what goes into his body and objects to SCU's coercion of unwanted medical treatments on him and  
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1 all other SCU students who do not wish to submit to the Mandate, including any additional booster  
2 requirements.

3 141. Even if granted a medical exemption and re-enrolled, like Plaintiff Glenn, Plaintiff  
4 Kosinski still faces future disenrollment from SCU and loss of other benefits he would otherwise enjoy  
5 as an SCU graduate student if SCU adds any additional booster requirements under the Mandate and  
6 does not grant Plaintiff Kosinski a permanent medical exemption until he graduates. Plaintiff Kosinski  
7 also seeks damages for the harms caused to him due to SCU's coercive, negligent, reckless, and  
8 outrageous actions as herein further described.

9 **FIRST CAUSE OF ACTION**

10 **DECLARATORY RELIEF – STATE ACTOR**

11 **(For Violations of 42 U.S.C. § 1983)**

12 ***(All Plaintiffs Against All Defendants)***

13 142. Plaintiffs reallege all allegations set forth elsewhere in this FAC as if fully set forth  
14 herein.

15 143. Defendants are subject to constitutional limitations when they act as a state actor. (*See*  
16 *Willis v. Univ. Health Services, Inc.* (11<sup>th</sup> Cir. 1993) 993 F.2d 837, 840).

17 144. A private party may be found to be a state actor and a challenged activity may be found  
18 to be state action when it results from the State's exercise of coercive power, when the State provides  
19 significant encouragement, either overt or covert, or when a private actor operates as a willing  
20 participant in joint activity with the State or its agents. (*Brentwood Acad. v. Tennessee Secondary*  
21 *Sch. Athletic Ass'n*, (2001) 531 U.S. 288, 295). A private actor should also be held to the standard of  
22 a public actor when the private actor and the state have a sufficiently symbiotic or mutually beneficial  
23 relationship or when the private actor exercises a traditionally public function. (*See Evans v. Newton*,  
24 (1966) 382 U.S. 296, 301-2, *Marsh v. Alabama* (1946) 326 U.S. 501, 506; *Smith v. Allwright* (1944)  
25 321 U.S. 649, 660)).

26 145. There are three tests for determining when a private party is acting under color of state  
27 law. The Public Function Test, State Compulsion Test, and Nexus/Joint Action Test.

1           146. The Public Function Test limits state action to instances where private actors are  
2 performing functions traditionally the exclusive prerogative of the state.

3           147. The State Compulsion test limits state action to instances where the government has  
4 coerced or at least significantly encouraged the action alleged to violate the Constitution. While the  
5 mere fact that a private organization receives most of its funding from the government does not make  
6 it a private actor, an organization may be deemed a state actor “when the state has exercised coercive  
7 power or has provided such significant encouragement...that the choice must in law be deemed to be  
8 that of the state.” (*Blum v. Yaretsky* (1982) 457 U.S. 991).

9           148. Here, SCU is a state actor under all three tests since it is undertaking the public function  
10 of advancing a public health “vaccination” program, it has been coerced and significantly encouraged  
11 by the county, state, and federal governments, and it has operated as a willing participant in joint  
12 activity with the County and its agents to violate the Plaintiffs’ constitutional rights.

13           149. Through its agents and employees, SCU has done far more to advance a governmental  
14 “vaccination” program than simply passively receive federal COVID-19 Relief Funding.

15           150. First, SCU has clearly taken on the role of advancing a public health vaccination  
16 program within and for the County and State – a function traditionally reserved for state actors. It has  
17 largely achieved this State and County goal through active harassment, intimidation, and compulsion  
18 of its students, reaching the extremely high COVID-19 “vaccination” rates for SCU students that the  
19 County and State desired, but due to Constitutional restraints, could not achieve without recruiting and  
20 working through “private” entities like SCU.

21           151. Second, SCU was significantly incentivized and encouraged by the government to  
22 undertake this goal of achieving near-100% “vaccination” with Products in the County through the  
23 millions of dollars in federal CARES Relief Funding, which came with significant and  
24 unconstitutional strings attached. Should SCU not have followed the unlawful commands contained  
25 in the CARES contractual terms and conditions, SCU would have lost its opportunity to feed at this  
26 unprecedented Relief Funding trough.

27           152. Finally, SCU worked jointly and collaboratively with the County and State to achieve  
28



1 near-100% COVID-19 “vaccination” compliance in the County through their agents and employees’  
2 coordinated intimidation, manipulation, and sacrifice of SCU students. Among other actions, SCU  
3 worked jointly with the County and State through Defendant Osofsky, who SCU conveniently hired in  
4 August of 2021 at the very start of SCU’s Mandate, and who served and serves in a dual role as both  
5 SCU campus physician in charge of reviewing, approving, or denying SCU student medical exemption  
6 requests to the Products and as a liaison for the County as Vice President of the Santa Clara County  
7 Medical Association, where he is charged with “implement[ing] public health policies in Santa Clara  
8 County that have been recommended by the State of California.” (Osofsky Dec. ¶ 4). Defendant  
9 Osofsky’s active coordination with Santa Clara County to implement near-universal vaccination at  
10 SCU makes both Osofsky and SCU agents of the County, acting under color of state law (*See Smith*  
11 *v. Brookshire Bros. Inc.* (5<sup>th</sup> Cir. 1975) 519 F. 2d 93, 94-5 [finding that a private security company  
12 that coordinated with local law enforcement was acting under color of state law]).

13 153. In furtherance of the County and State’s desire to achieve near universal “vaccination”  
14 with COVID-19 Products within the County, Defendant Osofsky intentionally interfered with SCU  
15 students’ private doctor-patient relationships, denied the majority of otherwise legitimate medical  
16 exemption requests, and used his new position as campus physician to intimidate and attempt to  
17 dissuade students seeking exemptions from pursuing them. SCU also worked through other SCU  
18 employees and agents to achieve this governmental goal, going so far as to prevent students not  
19 wishing to comply with the Mandate from transferring or completing credits at other colleges or  
20 institutions by changing policies mid-semester to thwart these attempts to escape the Mandate. (*See*  
21 **Exhibit B**).

22 154. In other words, the State, County, and Federal governments have significantly entered  
23 into the Defendants’ decision-making process, such that SCU may be said to be an actor of the  
24 government.

25 155. But for the compulsion and significant financial encouragement by the federal  
26 government through millions of dollars in federal CARES Relief Funding with “universal vaccination”  
27 strings attached, Defendants would not have undertaken such an irrational and damaging policy so as  
28

1 to remove SCU students from enrollment at SCU and deprive them of their civil rights and rights to  
2 educations, housing, scholarships, academic success, social development, and other benefits they stand  
3 to lose for not submitting to an illegal Mandate.

4 156. There is a bona fide, actual, and present need for a declaration over the relative rights  
5 and duties between Plaintiffs and Defendants, and this declaration is not propounded from the mere  
6 curiosity or to obtain legal advice.

7 157. This Court should declare that the Defendants are state actors relative to the Mandate,  
8 including any current or future term booster dose requirements it imposed and continues to impose  
9 upon SCU students, and that Plaintiffs are therefore entitled to the constitutional and statutory  
10 protections against violations that would apply to governmental actors.

11 158. Pursuant to 42 U.S.C. § 1983, Plaintiffs are entitled to temporary, preliminary, and  
12 permanent injunctive relief restraining SCU from continuing to enforce its unconstitutional Mandate,  
13 including any current or future booster dose requirements.

14 159. WHEREFORE, Plaintiffs pray for relief as set forth below.

15 **SECOND CAUSE OF ACTION**

16 **(Declaratory and Injunctive Relief)**

17 **VIOLATION OF THE FOURTEENTH AMENDMENT -- SUBSTANTIVE DUE PROCESS**

18 **(Brought Pursuant to 42 U.S.C. § 1983, Cal. Civ. Code § 52.1(b)-(c).)**

19 ***(All Plaintiffs Against All Defendants)***

20 160. Plaintiffs reallege and incorporate by reference their allegations in each of the  
21 preceding paragraphs in this FAC as if fully set forth herein.

22 161. Since Defendants are state actors enforcing governmental policies and objectives, they  
23 are subject to constitutional limitations and scrutiny. Even if found not to be governmental or quasi-  
24 governmental actors, Defendants have violated the Bane Act. Under the Bane Act, if a person,  
25 whether or not acting under color of law, interferes by threat, intimidation, or coercion or attempts  
26 to interfere by threat, intimidation, or coercion, with the exercise or enjoyment by any individual  
27 of rights secured by the Constitution or laws of the United States or rights secured by the  
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1 California Constitution or laws of California, the individual whose rights have been interfered  
2 with, or attempted to be interfered with, may institute and prosecute in their own name and on  
3 their own behalf a civil action for damages, injunctive relief, and other appropriate relief to protect  
4 the peaceful enjoyment of the right or rights secured. (Cal. Civ. Code § 52.1(b)-(c)).

5 162. SCU's Mandate violates the liberty protected by the Fourteenth Amendment to the  
6 Constitution, which includes rights of personal autonomy, self-determination, bodily integrity and the  
7 right to reject medical treatment.

8 163. The Products are not vaccines, as that term has traditionally been understood, but are,  
9 as a factual matter, medical treatments. They are often referred to as vaccines, for various reasons  
10 explained herein, but they are not. They do not provide sterilizing immunity and do not prevent the  
11 transmission of COVID-19 or any of its numerous variants. They are gene therapeutics -- medical  
12 treatments. Indeed, the CDC even recently changed its own definitions of "Vaccine" and  
13 "Vaccination" to eliminate the word "immunity" in a highly cynical move to include these Products  
14 into the uniquely protected class of drugs known as "vaccines." But by all legitimate, non-politicized  
15 metrics and prior universally accepted definitions, these Products are medical treatments, and not  
16 vaccines.

17 164. The ability to decide whether to accept or refuse medical treatment is a fundamental  
18 right. (*Washington v. Harper* (1990) 494 U.S. 210, 223, 229).

19 165. SCU's Mandate coerces unwanted medical treatments and does not provide a viable  
20 "choice" on whether to accept or refuse the unwanted medical treatments because students are given  
21 the Hobbesian "choice" of submitting to an invasion of their bodily autonomy or losing their already  
22 commenced educations, housing, tuition, future careers, school credits towards a particular degree,  
23 and all other benefits of being an SCU student.

24 166. SCU's claim that students may simply "transfer" elsewhere to complete their  
25 educations is also disingenuous. As further described herein, SCU has deliberately interfered with  
26 that "choice" by actively preventing students from transferring or completing their remaining credits  
27 elsewhere so that students have no choice but to submit to an unwanted medical treatment or suffer  
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1 severe impacts to their educations and future career options.

2 167. Accordingly, the Mandate, including any additional booster requirements, violates  
3 Plaintiffs' fundamental constitutional right to decisional privacy with regard to medical treatment.

4 168. Because the Products are medical treatments, and not vaccines, strict scrutiny applies.  
5 The US Supreme Court has recognized a "general liberty interest in refusing medical treatment."  
6 (*Cruzan v. Dir., Mo. Dep't of Health* (1990) 497 U.S. 261, 278, 110 S. Ct. 2841, 2851). It has also  
7 recognized that the forcible injection of medication into a nonconsenting person's body represents a  
8 substantial interference with that person's liberty. (*Washington v. Harper* (1990) 494 U.S. 210, 223,  
9 229 (further acknowledging in dicta that, outside of the prison context, the right to refuse treatment  
10 would be a "fundamental right" subject to strict scrutiny). The ex post facto maneuver by the CDC,  
11 made to shield the Products within the legal protections of an actual immunizing vaccine product as  
12 further described above, as well as improper reliance on case law related to actual immunizing  
13 products formerly known as "vaccines," should not be tolerated by this Court. These Products do not  
14 meet the definition of a vaccine used in any previous action related to vaccine mandates, including,  
15 but not limited to, the oft cited *Jacobsen v. Massachusetts* (1905) 117 U.S. 11.

16 169. Specifically, the hundred year plus old *Jacobson v. Massachusetts* (1905) 117 U.S. 11,  
17 regarding a smallpox vaccine provides no justification for SCU's Mandate. *Jacobson* both predated  
18 modern tiers of judicial scrutiny, involved an actual vaccine that was shown to prevent transmission  
19 to others during an outbreak, and addressed whether the plaintiff could avoid paying a \$5.00 fine or  
20 the need to show he qualified for an exemption to taking it. (*See Roman Catholic Diocese v. Cuomo*  
21 (2020) 141 S.Ct. 63, 71) (J. Gorsuch, concurring) [noting that lower courts have mistakenly used  
22 *Jacobson's* "modest decision" as towering authority for intrusions into settled Constitutional rights  
23 during a pandemic]].

24 170. As mandated medical treatments are a substantial burden on a fundamental liberty  
25 interest, Defendants must prove that the Mandate is narrowly tailored to meet a compelling interest.

26 171. No such compelling interest exists here because, as alleged above, the Products are not  
27 effective against infection or transmission of COVID-19 for any of the now-circulating variants  
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(COVID-19 and/or any additional variants now collectively referred to herein as “COVID”), and do not even prevent against hospitalization or death, as originally claimed by the Product Manufacturers and public health officials. Indeed, evidence shows that vaccinated individuals have more COVID in their nasal passages than unvaccinated people do. Evidence now also shows that highly vaccinated countries like Israel, Portugal, Australia and New Zealand and states like California are experiencing more COVID-19 outbreaks than in countries or states that have lower vaccination rates. Clearly the Products are not working as originally claimed, and there is no compelling interest in mandating them to protect SCU students or others within the SCU community against infection, transmission, hospitalization, or death. In other words, since the Products are ineffective against any of the current variants, and do not prevent infection or transmission to others of any variant, there can be no compelling interest to mandate their use at this time.

172. But even if there were some “health” interest in mandating Products, which Plaintiffs dispute, the Mandate is not narrowly tailored to achieve such an interest. The blanket Mandate, including the Booster Mandate and any additional booster requirements, ignores individual factors increasing or decreasing the risks that the Plaintiffs—indeed, all SCU community members — pose to themselves or to others.

173. Defendants entirely disregard whether students have already obtained natural immunity, despite the well-established fact that natural immunity does actually provide immunity, whereas the Products do not.

174. Defendants also entirely disregard whether students who have submitted to the Initial Mandate or any subsequent booster requirement and then recovered from COVID now have “super-immunity” and do not need any additional doses of the Products.

175. Defendants disregard that one-size-fits-all medical mandates do not take into account students’ health histories, family histories, genetic predispositions, risk profiles, prior allergic reactions or any other facts that could make the Products harmless to some but seriously injurious or deadly to others.

176. Defendants also entirely disregard rapidly emerging evidence, including evidence from

1 the Product Manufacturers' own clinical trial documents, that the Products may cause significant harm  
2 to SCU students and anyone else taking them without incurring any significant benefit to the young  
3 healthy consumer or the community at large.

4 177. Treating all SCU students the same, regardless of their individual medical status, risk  
5 factors, and natural immunity status is not a narrowly tailored intervention.

6 178. Indeed, even if the test set forth in *Jacobson* was the appropriate standard, which it is  
7 not, the Mandate would still fail to satisfy that standard for the reasons set forth above.

8 179. "[I]f a statute purporting to have been enacted to protect the public health, the public  
9 morals or the public safety, *has no real or substantial relation to those objects*, or is, beyond all  
10 question, a plain, palpable invasion of rights secured by the fundamental law, it is the duty of the courts  
11 to so adjudge, and thereby give effect to the Constitution." (*Jacobson v. Massachusetts* (1905) 197  
12 U.S. 11, 31(emphasis added)).

13 180. As set forth more fully above, the risk of death from COVID is extremely low, and is  
14 almost zero in the 18-25 age range of a typical SCU student.

15 181. The available Products for COVID generally do not confer sterilizing immunity. If they  
16 work at all, even the Product Manufacturers admit that all they can do is lessen the severity of  
17 symptoms for individuals who receive them. They are actually a prophylactic treatment for COVID  
18 and not a vaccine at all.

19 182. The Products, including additional "booster" doses of the Products, are now known to  
20 cripple the immune systems of some of those to whom they are administered and also create product-  
21 based dependencies due to the very short term "effectiveness" of any of the Products.

22 183. Given these facts, as more fully set forth above, the Mandate, including any additional  
23 booster dose requirements, has no real or substantial relation to public health, and is beyond all  
24 question, a plain, palpable invasion of fundamental rights secured by law.

25 184. Alternatively, the Mandate, including any additional booster dose requirements, has no  
26 real or substantial relation to public health, and is beyond all question, a plain, palpable invasion of  
27 rights secured by fundamental law as to those Plaintiffs with natural immunity or "super-immunity."  
28

1 It is therefore unconstitutional regardless of which standard of review is applied.

2 185. Pursuant to 42 U.S.C. § 1983, Cal. Civ. Code § 52.1, and other applicable law, Plaintiffs  
3 are entitled to temporary, preliminary, and permanent injunctive relief restraining Defendants from  
4 enforcing the Mandate, including any additional booster requirements.

5 186. WHEREFORE, Plaintiffs pray for relief as set forth below.

6 **THIRD CAUSE OF ACTION**

7 **(Declaratory and Injunctive Relief)**

8 **VIOLATION OF THE FOURTEENTH AMENDMENT - EQUAL**

9 **PROTECTION UNDER THE LAW**

10 **(Brought Pursuant to 42 U.S.C. § 1983, Cal. Civ. Code § 52.1(b)-(c).)**

11 ***(All Plaintiffs Against All Defendants)***

12 187. Plaintiffs reallege and incorporate by reference their allegations in each of the  
13 preceding paragraphs in this FAC as if fully set forth herein.

14 188. Since Defendants are state actors enforcing governmental policies and objectives, they  
15 are subject to constitutional limitations and scrutiny. Even if found not to be governmental or quasi-  
16 governmental actors, Defendants have violated the Bane Act. Under the Bane Act, if a person,  
17 whether or not acting under color of law, interferes by threat, intimidation, or coercion or attempts  
18 to interfere by threat, intimidation, or coercion, with the exercise or enjoyment by any individual  
19 of rights secured by the Constitution or laws of the United States or rights secured by the  
20 California Constitution or laws of California, the individual whose rights have been interfered  
21 with, or attempted to be interfered with, may institute and prosecute in their own name and on  
22 their own behalf a civil action for damages, injunctive relief, and other appropriate relief to protect  
23 the peaceful enjoyment of the right or rights secured. (Cal. Civ. Code § 52.1(b)-(c)).

24 189. The Equal Protection Clause prohibits classifications that affect some groups of citizens  
25 differently than others. (*Engquist v. Or. Dept. of Agric.* (2008) 553 U.S. 591, 601.) The touchstone of  
26 this analysis is whether a state creates disparity between classes of individuals whose situations are  
27 arguably indistinguishable. (*Ross v. Moffitt* (1974) 417 U.S. 600, 609). The Mandate creates three

1 classes of SCU students: (1) those who are “vaccinated plus boosted” with a Product; (2) those who  
2 are “vaccinated” with at least one or two doses of a Product but not “boosted” with an additional  
3 second or third dose (“not boosted”); and (3) those who are “unvaccinated.” The members of the  
4 second and third classes – those “unvaccinated” or “not boosted” get thrown out of SCU and/or lose  
5 other benefits of in-person education at SCU. The remaining favored class -- the “vaccinated and  
6 boosted” -- get to remain on SCU’s campus and enjoy all other benefits of in-person education at SCU.

7 190. Yet the situations of these three classes of students are indistinguishable because  
8 “vaccinated plus boosted,” “not boosted” and “unvaccinated” students can all become infected with  
9 COVID, can all become re-infected with COVID, and can all transmit COVID to fellow students or  
10 others within the SCU community, including visitors. The Products make no difference in these  
11 respects. Their only function is to allegedly make an individual’s symptoms less severe, and that too  
12 has also been shown to be dubious.

13 191. Discriminating against the unvaccinated and the not boosted in favor of the “vaccinated  
14 plus boosted” violates the goals of the Equal Protection Clause – i.e., to abolish barriers presenting  
15 unreasonable obstacles to advancement on the basis of individual merit.

16 192. This deprivation of equal access to education, housing, and other benefits of attending  
17 SCU is discriminatory, and Defendants lack a compelling basis for the implementation of such  
18 policies. Accordingly, Defendants have violated and continue to violate Plaintiffs’ right to equal  
19 protection under the law, and Defendants’ policies cannot stand.

20 193. Defendants’ Mandate also violates Equal Protection because it distinguishes and  
21 discriminates against SCU students, who are not allowed religious exemptions to the Mandate, while  
22 favoring SCU faculty and staff, who are allowed religious exemptions to the Mandate.

23 194. SCU students who are “not vaccinated” or “not boosted” get thrown out of SCU and/or  
24 are prohibited from campus whereas SCU faculty members and staff who are “not vaccinated” or “not  
25 boosted” are allowed to keep their jobs at SCU and remain on campus.

26 195. Yet the situations of these unvaccinated or not boosted individuals are indistinguishable  
27 because “not boosted” and “unvaccinated” faculty members and staff members can all become  
28



1 infected with COVID, can all become re-infected with COVID, and can all transmit COVID to others  
2 within the SCU community, including visitors, just as much as unvaccinated and not boosted SCU  
3 students can.

4 196. Discriminating against the unvaccinated and the not boosted students in favor of the  
5 unvaccinated or not boosted faculty or staff at SCU violates the Equal Protection Clause and cannot  
6 survive any level of judicial scrutiny because there is no rational – let alone compelling -- justification  
7 to find that unvaccinated or not boosted students present a health or safety risk to the SCU community  
8 while unvaccinated or not boosted faculty or staff do not. Nor is Defendants’ Mandate “narrowly  
9 tailored” to serve any legitimate “health” interests when it imposes vaccination requirements on the  
10 young adult students least likely to suffer from severe COVID, while allowing older individuals such  
11 as faculty members and staff, who are more at risk for severe COVID, to be exempt from the Mandate.

12 197. Accordingly, Defendants have violated and continue to violate Plaintiffs’ right to equal  
13 protection under the law, and Defendants’ policies cannot stand.

14 198. Pursuant to 42 U.S.C. § 1983 and Cal. Civ. Code § 52.1, Plaintiffs are entitled to  
15 temporary, preliminary, and permanent injunctive relief restraining Defendants from enforcing the  
16 Mandate, including any additional booster dose requirements.

17 199. WHEREFORE, Plaintiffs pray for relief as set forth below.

18 **FOURTH CAUSE OF ACTION**

19 **(Declaratory and Injunctive Relief)**

20 **VIOLATION OF THE FIRST AMENDMENT– FREE EXERCISE CLAUSE**

21 **(Brought Pursuant to 42 U.S.C. § 1983, Cal. Civ. Code § 52.1(b)-(c).)**

22 ***(All Plaintiffs against All Defendants)***

23 200. Plaintiffs reallege and incorporate by reference their allegations in each of the  
24 preceding paragraphs in this FAC as if fully set forth herein.

25 201. Since Defendants are state actors enforcing governmental policies and objectives, they  
26 are subject to constitutional limitations and scrutiny. Even if found not to be governmental or quasi-  
27 governmental actors, Defendants have violated the Bane Act. Under the Bane Act, if a person, whether  
28

1 or not acting under color of law, interferes by threat, intimidation, or coercion or attempts to interfere  
2 by threat, intimidation, or coercion, with the exercise or enjoyment by any individual of rights secured  
3 by the Constitution or laws of the United States or rights secured by the California Constitution or  
4 laws of California, the individual whose rights have been interfered with, or attempted to be interfered  
5 with, may institute and prosecute in their own name and on their own behalf a civil action for damages,  
6 injunctive relief, and other appropriate relief to protect the peaceful enjoyment of the right or rights  
7 secured. (Cal. Civ. Code § 52.1(b)-(c)).

8         202. The First Amendment’s Free Exercise Clause provides that “Congress shall make no  
9 law respecting an establishment of religion or prohibiting the free exercise thereof.”

10         203. The loss of First Amendment freedoms, for even minimal periods of time,  
11 unquestionably constitutes irreparable injury. (*Roman Catholic Diocese v. Cuomo* (2020) 141 S.Ct.  
12 63, 71).

13         204. SCU’s Mandate, including any additional booster dose requirements, on its face and as  
14 applied, violates Plaintiffs’ First Amendment right to free exercise of religion because they put  
15 Plaintiffs to the choice of either violating their religious beliefs or losing their education and right to  
16 bodily autonomy. In short, the Mandate substantially interferes with Plaintiffs’ free exercise of  
17 religion.

18         205. The First Amendment requires a State to treat religious activities at least as well as  
19 comparable secular activities unless it can meet the demands of strict scrutiny—showing that it has  
20 employed the most narrowly tailored means available to satisfy a compelling state interest. (*Church*  
21 *of Lukumi Babalu Aye, Inc. v. Hialeah* (1993) 508 U.S. 520, 546).

22         206. SCU’s Mandate on its face and as applied is not generally applicable because as the  
23 Supreme Court recently reaffirmed, a policy that provides a “mechanism for individualized  
24 exemptions” is not generally applicable. *Fulton v. City of Philadelphia* (2021) 141 S. Ct. 1868, 1877).

25         207. Here, the Mandate provides only medical exemptions for students but provides both  
26 medical and religious exemptions to faculty and staff on an individualized basis, and the Defendants  
27 maintain the right to extend exemptions in whole or in part.

1           208. SCU denied Plaintiff Glenn’s request for a religious exemption based on her sincerely  
2 held religious beliefs, while granting religious exemptions to others, including SCU faculty and staff,  
3 on an individualized basis.

4           209. SCU denied Plaintiff Kosinski’s request for a religious exemption based on his  
5 sincerely held religious beliefs, while granting religious exemptions to others, including SCU faculty  
6 and staff, on an individualized basis.

7           210. For these reasons, the policies are not generally applicable. And as a result, the Mandate  
8 is subject to strict scrutiny.

9           211. SCU’s Mandate is also not neutral because it favors and prioritizes secular medical  
10 exemptions. When it comes to the COVID-19 crisis, the Supreme Court’s instructions have been clear:  
11 no COVID-19 restriction can disfavor religious practice. (*See Cuomo, supra*, 114 S. Ct. at 69  
12 [“Government is not free to disregard the First Amendment in times of crisis. At a minimum, that  
13 Amendment prohibits government officials from treating religious exercises worse than comparable  
14 secular activities, unless they are pursuing a compelling interest and using the least restrictive means  
15 available.”]).

16           212. SCU’s Mandate and associated policies fail strict scrutiny because they favor secular  
17 medical exemptions over religious, and they are not narrowly tailored to meet any compelling  
18 government interest. (*See e.g., Doster v. Kendall* (S.D. Ohio, March 31, 2022) No. 1:22-CV-84, 2022  
19 WL 982299 at \*4, 15 [ruling that the Air Force’s granting only 21 out of 4,403 religious exemptions  
20 was religious discrimination because where medical exemptions are allowed, religious exemptions  
21 must be allowed or it is not a neutral law of general applicability]; *see also U.S. Navy Seals 1-26 v.*  
22 *Biden* (5<sup>th</sup> Cir. 2022) 27 F.4<sup>th</sup> 336, 352 [finding that the Navy’s vaccine mandate did not demonstrate  
23 a compelling interest because it was underinclusive by granting medical and not religious exemptions,  
24 and makes no sense because the medically exempt unvaccinated servicemembers were treated  
25 differently than the unvaccinated servicemembers with religious objections].

26           213. Coercing students to take Products that objectively do not work to stop infection or  
27 transmission and that have caused harm to some individuals, including Plaintiffs in this action, is  
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1 clearly not the least restrictive means available to address any health and safety issues affecting the  
2 SCU community related to COVID.

3 214. As a direct and proximate result of SCU's violation of the First Amendment, Plaintiffs  
4 have suffered, and will suffer, irreparable harm, including the loss of their fundamental constitutional  
5 rights, entitling them to declaratory and injunctive relief.

6 215. WHEREFORE, Plaintiffs pray for relief as set forth below.

7 **FIFTH CAUSE OF ACTION**

8 **VIOLATION OF CALIFORNIA CONSTITUTION -- FREE EXERCISE OF**  
9 **RELIGION**

10 **(Brought Pursuant to Cal. Civ. Code § 52.1(b)-(c).)**

11 ***(All Plaintiffs Against All Defendants)***

12 216. Plaintiffs reallege and incorporate by reference their allegations in each of the  
13 preceding paragraphs in this FAC as if fully set forth herein.

14 217. Since Defendants are state actors enforcing governmental policies and objectives, they  
15 are subject to constitutional limitations and scrutiny actions as described above. Even if found not to  
16 be governmental or quasi-governmental actors, Defendants have violated the Bane Act. Under the  
17 Bane Act, if a person, whether or not acting under color of law, interferes by threat, intimidation, or  
18 coercion or attempts to interfere by threat, intimidation, or coercion, with the exercise or enjoyment  
19 by any individual of rights secured by the Constitution or laws of the United States or rights secured  
20 by the California Constitution or laws of California, the individual whose rights have been interfered  
21 with, or attempted to be interfered with, may institute and prosecute in their own name and on their  
22 own behalf a civil action for damages, injunctive relief, and other appropriate relief to protect the  
23 peaceful enjoyment of the right or rights secured. (Cal. Civ. Code § 52.1(b)-(c)).

24 218. Defendants interfered with Plaintiffs' free exercise of religion in violation of Cal.  
25 Const. art. I, § 4, in that Plaintiff Glenn, Plaintiff Kosinski, and others similarly situated have been  
26 deprived of their right to the free exercise of religion as a SCU student who opposes taking the  
27 mandated Products on a religious basis.

1           219. SCU’s Mandate on its face and as applied, is not generally applicable because as the  
2 Supreme Court recently reaffirmed, a policy that provides a “mechanism for individualized  
3 exemptions” is not generally applicable. *Fulton v. City of Philadelphia* (2021) 141 S. Ct. 1868, 1877).

4           220. Here, the Mandate provides medical exemptions for students, but provides both  
5 medical and religious exemptions to faculty and staff on an individualized basis, and the Defendants  
6 maintain the right to extend exemptions in whole or in part.

7           221. SCU denied Plaintiff Glenn’s request for a religious exemption based on her sincerely  
8 held religious beliefs, while granting religious exemptions to others, including SCU faculty and staff,  
9 on an individualized basis.

10          222. SCU denied Plaintiff Kosinski’s request for a religious exemption based on his  
11 sincerely held religious beliefs, while granting religious exemptions to others, including SCU faculty  
12 and staff, on an individualized basis.

13          223. For these reasons, the policies are not generally applicable. And as a result, the Mandate  
14 is subject to strict scrutiny.

15          224. SCU’s Mandate is also not neutral because it favors and prioritizes secular medical  
16 exemptions.

17          225. SCU’s Mandate and associated policies fail strict scrutiny because they (1) favor  
18 secular medical exemptions over religious; (2) favor faculty and staff over students, and (3) are not  
19 narrowly tailored to meet any compelling government interest. (*See Doster, supra*, 2022 WL 982299  
20 at \*4,\*15; *U.S. Navy Seals 1-26, supra*, 27 F.4<sup>th</sup> at 352).

21          226. Coercing students to take Products that objectively do not work to stop infection or  
22 transmission and that have caused harm to some individuals, including Plaintiffs in this action, is  
23 clearly not narrowly tailored or the least restrictive means available to address any health and safety  
24 issues affecting the SCU community related to COVID.

25          227. If Defendants are not restrained and enjoined from their course of conduct, the  
26 interference will continue indefinitely.

27          228. An actual controversy now exists between the parties, in that plaintiff Glenn and  
28

1 Plaintiff Kosinsky each contends that Defendants' actions violate her or his right to freely exercise  
2 Plaintiffs' religion, which is protected by the U.S. Const. Amend. I and by Cal. Const. art. I, §4.

3 229. WHEREFORE, Plaintiffs pray for relief as set forth below.

4 **SIXTH CAUSE OF ACTION**

5 **(Declaratory and Injunctive Relief)**

6 **VIOLATION OF CALIFORNIA CONSTITUTION -- RIGHT TO PRIVACY**

7 **(Brought Pursuant to Cal. Civ. Code § 52.1(b)-(c).)**

8 ***(All Plaintiffs v. All Defendants)***

9 230. Plaintiffs reallege and incorporate by reference their allegations in each of the  
10 preceding paragraphs in this FAC as if fully set forth herein.

11 231. Since Defendants are state actors enforcing governmental policies and objectives, they  
12 are subject to constitutional limitations and scrutiny. Even if found not to be governmental or quasi-  
13 governmental actors, Defendants have violated the Bane Act. Under the Bane Act, if a person, whether  
14 or not acting under color of law, interferes by threat, intimidation, or coercion or attempts to interfere  
15 by threat, intimidation, or coercion, with the exercise or enjoyment by any individual of rights secured  
16 by the Constitution or laws of the United States or rights secured by the California Constitution or  
17 laws of California, the individual whose rights have been interfered with, or attempted to be interfered  
18 with, may institute and prosecute in their own name and on their own behalf a civil action for damages,  
19 injunctive relief, and other appropriate relief to protect the peaceful enjoyment of the right or rights  
20 secured. (Cal. Civ. Code § 52.1(b)-(c)).

21 232. Article I, section I of the California Constitution recognizes that "[a]ll people are by  
22 nature free and independent and have inalienable rights" including "pursuing and  
23 obtaining...privacy."

24 233. Individuals have a right to privacy under the California Constitution. This state law  
25 privacy right, which was added to the California Constitution by voters in 1972, is far broader than  
26 the right to privacy under the federal Constitution. It is the broadest privacy right in America and has  
27 been interpreted by the California Supreme Court to protect both the right to informational privacy  
28

1 and to bodily integrity. (*Robbins, supra*, 38 Cal.3d 199, 212).

2       234. Many of Plaintiff CHD-CA's members, including but not limited to the individual  
3 Plaintiffs, object to the entire Mandate and do not intend to comply with any additional booster  
4 requirements now required or that may be required in any subsequent term. They object to forced  
5 medical treatments, which have already caused and/or may cause dire health consequences for them,  
6 up to and including death.

7       235. SCU students have a legally protected privacy interest in their bodily integrity and their  
8 medical information. They also have the fundamental right to refuse unwanted medical treatments.  
9 (*Bartling, supra*, 163 Cal.App.3d 186, 195; *see also Cruzan v. Dir. Mo. Dep't of Health* (1990) 497  
10 U.S. 261, 278)).

11       236. Plaintiff Kosinski specifically objects to the invasions of privacy with respect to his  
12 right to bodily autonomy and his right to privacy in his medical information. As a result of SCU's  
13 abrupt removal of Plaintiff from his Master's program at SCU, of which his participation was  
14 sponsored in part by his employer through its Tuition Assistance Program (TAP), Plaintiff was forced  
15 to inform his employer of the reason for his inability to complete the program, which was due to his  
16 "unvaccinated" status. As a result of this disclosure, Plaintiff felt discriminated against and labeled  
17 as a "radical" with radical views regarding vaccination at his place of employment and by his  
18 employer. Also, as a result of his abrupt removal from the Master's program and a "capstone" project  
19 he had been working on with his mentor at SCU, Dr. Christopher Kitts, and a fellow student he had  
20 partnered with for the capstone project, Plaintiff was also compelled to disclose the reason for his  
21 abrupt removal from SCU and his inability to complete the capstone project.

22       237. Plaintiff Glenn specifically objects to the invasions of privacy with respect to her  
23 private medical information. Specifically, Plaintiff Glenn objects to SCU's sharing of her private  
24 medical information to Defendants' legal counsel, without her permission and in complete violation  
25 of her HIPAA rights. Legal counsel representing Defendants in a lawsuit brought against their illegal  
26 Mandate have no legitimate right to Plaintiff's private medical information, and in fact misused it to  
27 try to intimidate Plaintiff Glenn by threatening to disclose parts of her medical information, including  
28

1 an inaccurate COVID-19 positive test result, to a wider audience.

2 238. Other SCU student members of Plaintiff CHD-CA who wish to remain unnamed due  
3 to fears of harassment from SCU and who do not wish to submit to the Mandate, including any  
4 additional booster doses, have also complained of Defendant SCU's violations of their right to bodily  
5 autonomy and privacy as well as violations of their right to privacy in their personal medical  
6 information. A number of CHD-CA's student members have specifically complained of Defendant  
7 Osofsky's interference with their personal relationships with their own doctors and the misuse of their  
8 medical information to intimidate, harass, malign, impugn, and otherwise coerce them into complying  
9 with the Mandate.

10 239. SCU students' expectation of medical privacy, bodily autonomy, and freedom from  
11 bodily invasion is reasonable.

12 240. Defendant's Mandate, including any additional booster dose requirements, constitutes  
13 a serious invasion of those privacy rights, as alleged above.

14 241. The Mandate does not serve a compelling interest, and there are feasible and effective  
15 alternatives to controlling the spread of COVID-19 that have a lesser impact on privacy interests,  
16 particularly where none of the Products prevent infection or transmission of COVID-19 or any of its  
17 variants and may even increase susceptibility to the now-dominant variants.

18 242. Plaintiffs desire a judicial declaration that the Mandate, including any booster dose  
19 requirements, is unconstitutional because it violates SCU's students' right to privacy under the  
20 California Constitution.

21 243. A judicial determination of these issues is necessary and appropriate because such a  
22 declaration will clarify the parties' rights and obligations, permit them to have certainty regarding  
23 those rights and potential liability, and avoid a multiplicity of actions. An actual and present  
24 controversy exists with respect to the disputes between Plaintiffs and Defendants as alleged above  
25 (Code Civ. Proc., § 1060).

26 244. Defendants have harmed and continue to harm Plaintiffs, including the individual  
27 plaintiffs, as alleged above.



1        245. Plaintiffs have no adequate remedy at law and will suffer irreparable harm if the Court  
2 does not declare the Mandate unconstitutional. Thus, they seek preliminary and permanent injunctive  
3 relief enjoining Defendants from enforcing the Mandate, including any booster dose requirements.

4        246. WHEREFORE, Plaintiffs pray for relief as set forth below.

5                                    **SEVENTH CAUSE OF ACTION**

6                                    **(Declaratory and Injunctive Relief)**

7                                    **VIOLATION OF CALIFORNIA CONSTITUTION – EQUAL PROTECTION**

8                                    **(Brought Pursuant to Cal. Civ. Code § 52.1(b)-(c).)**

9                                    ***(All Plaintiffs v. All Defendants)***

10        247. Plaintiffs reallege and incorporate by reference their allegations in each of the  
11 preceding paragraphs in this FAC as if fully set forth herein.

12        248. Since Defendants are state actors enforcing governmental policies and objectives, they  
13 are subject to constitutional limitations and scrutiny. Even if found not to be governmental or quasi-  
14 governmental actors, Defendants have violated the Bane Act. Under the Bane Act, if a person, whether  
15 or not acting under color of law, interferes by threat, intimidation, or coercion or attempts to interfere  
16 by threat, intimidation, or coercion, with the exercise or enjoyment by any individual of rights secured  
17 by the Constitution or laws of the United States or rights secured by the California Constitution or  
18 laws of California, the individual whose rights have been interfered with, or attempted to be interfered  
19 with, may institute and prosecute in their own name and on their own behalf a civil action for damages,  
20 injunctive relief, and other appropriate relief to protect the peaceful enjoyment of the right or rights  
21 secured. (Cal. Civ. Code § 52.1(b)-(c)).

22        249. Under the Equal Protection Clause of the California Constitution, “[a] person may not  
23 be ... denied equal protection of the laws.” (Cal. Const., Art. I, § 7, subd. (a).) Further, “[a] citizen  
24 or class of citizens may not be granted privileges or immunities not granted on the same terms to all  
25 citizens.” (Cal. Const., Art. I, § 7, subd. (b).)

26        250. Equal protection of the laws ensures that people who are similarly situated for purposes  
27 of a law are generally treated similarly by the law. This means that a government actor may not adopt  
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1 a rule that affects two or more similarly situated groups in an unequal manner.

2 251. “The first prerequisite to a meritorious claim under the equal protection clause is a  
3 showing that the state has adopted a classification that affects two or more similarly situated groups  
4 in an unequal manner. This initial inquiry is not whether persons are similarly situated for all purposes,  
5 but whether they are similarly situated for purposes of the law challenged.” (*Cooley v. Super. Ct.*  
6 (2002) 29 Cal.4th 228, 253; *Deese v. City of Lodi* (1937) 21 Cal.App.2d 631, 635 [holding health  
7 restrictions applicable only to certain industries violated equal protection guarantees]; *DiMartile v.*  
8 *Cuomo* (N.D.N.Y. 2020, No. 1:20-CV-0859 (GTS/CFH)), 2020 WL 4558711, at \*10 [holding  
9 pandemic restrictions violated equal protection guarantees]).

10 252. The government’s exercise of police power “cannot be so used as to arbitrarily limit  
11 the rights of one class of people and allow those same rights and privileges to a different class, where  
12 the public welfare does not demand or justify such a classification.” (*Deese, supra*, 21 Cal.App.2d at  
13 640.))

14 253. Defendants’ actions against students not complying with their Mandate, including any  
15 additional booster dose requirements, violates the Equal Protection Clause of the California  
16 Constitution because: (1) Defendants distinguish between “vaccinated,” “vaccinated but not boosted”  
17 (“not boosted”) and unvaccinated students, including “unvaccinated” students who already have  
18 natural immunity from prior COVID infection and pose very little danger to the SCU community; (2)  
19 Defendants provide educational benefits and services to “vaccinated” students and not to “not boosted”  
20 or unvaccinated students, without having any scientific basis for doing so, since vaccinated, not  
21 boosted, and unvaccinated can all be infected by and spread COVID and experience the same level of  
22 infection; (3) Defendants completely ignore naturally acquired immunity, which has been shown in  
23 multiple peer-reviewed studies to be superior to any temporary, incomplete “immunity” that  
24 vaccinated students may have, ignores “super-immunity” by those “not boosted” students and grant  
25 preferential treatment only to “vaccinated” students without having any scientifically valid basis for  
26 doing so.

27 254. Where a rule results in infringement of a fundamental right, such rule is subject to strict  
28

1 scrutiny. (*Washington v. Harper* (1990) 494 U.S. 210, 223, 229).

2 255. Strict scrutiny demands that the government actor establish: (1) it has a compelling  
3 interest that justifies the challenged rule; (2) the rule is necessary to further that interest; and (3) the  
4 rule is narrowly drawn to achieve that end.

5 256. The alleged quasi-governmental interest in protecting the SCU community from  
6 transmission of or infection by COVID-19 does not justify Defendant's Mandate, including the  
7 Booster Mandate, or any of its discriminatory policies. This is particularly true given that there are far  
8 less restrictive means of addressing this quasi-government interest and given the evidence showing  
9 that the Products are neither safe nor effective.

10 257. Defendant's Mandate and its associated discriminatory policies are significantly  
11 broader than necessary to serve the alleged quasi-government interest in protecting the SCU  
12 community from COVID-19 and any of its variants.

13 258. Defendant's Mandate and associated discriminatory policies are not narrowly drawn to  
14 minimize infringements on the fundamental rights of SCU students.

15 259. The distinction made by Defendants between "vaccinated," "not boosted," and  
16 "unvaccinated" students cannot survive strict scrutiny. These distinctions cannot survive even rational  
17 basis scrutiny. Individuals who have taken three doses of the Products can and do still get infected  
18 with COVID-19 or any of its variants and suffer the same if not worse symptoms as those who are  
19 unvaccinated or who have only taken two doses of the Products (not boosted). Naturally acquired  
20 immunity has also been found to be superior to any short-term vaccine-induced immunity or  
21 protection.

22 260. Defendants' preferential treatment of students who have taken three doses of the  
23 Products discriminates, without justification, against all other students who are either unvaccinated or  
24 not boosted, including those with natural immunity or "super immunity." It also creates three classes  
25 of students: those who have taken three doses of an experimental Product, those who have been  
26 "vaccinated" for COVID-19 with one or two doses of Product but did not receive a third dose of  
27 experimental Products, and students who have not taken any dose of Products or who have not  
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1 completed the full dosage requirements of the Initial Mandate (collectively considered by SCU to be  
2 the “unvaccinated”).

3 261. Defendants’ Mandate also does not guarantee, and cannot guarantee, that all SCU  
4 students who have been injected with three doses of Product will be free of COVID-19 or any of its  
5 variants when they are physically present at school such that the safety of other SCU students, teachers,  
6 staff, and their families will be ensured or even nominally improved.

7 262. Defendant’s Mandate and associated discriminatory policies cruelly and unnecessarily  
8 treat students who have not been “vaccinated” and/or have not taken any additional dose of Product  
9 as an inferior class, in that those students may be unenrolled from classes, removed from SCU  
10 campuses, and/or otherwise denied their ongoing educations, scholarships, housing, and other benefits  
11 of an SCU college education, while students who have taken three doses of Product are not.

12 263. Defendants’ Mandate also violates Equal Protection because it distinguishes and  
13 discriminates against SCU students, who are not allowed religious exemptions to the Mandate, while  
14 favoring SCU faculty and staff, who are allowed religious exemptions to the Mandate.

15 264. SCU students who are “not vaccinated” or “not boosted” get thrown out of SCU and/or  
16 are prohibited from campus whereas SCU faculty members and staff who are “not vaccinated” or “not  
17 boosted” are allowed to keep their jobs at SCU and remain on campus.

18 265. Yet the situations of these unvaccinated or not boosted individuals are indistinguishable  
19 because “not boosted” and “unvaccinated” faculty members and staff members can all become  
20 infected with COVID, can all become reinfected with COVID, and can all transmit COVID to others  
21 within the SCU community, including visitors, just as much as unvaccinated and not boosted SCU  
22 students can.

23 266. Discriminating against the unvaccinated and the not boosted students in favor of the  
24 unvaccinated or not boosted faculty or staff at SCU violates the Equal Protection Clause and cannot  
25 survive any level of judicial scrutiny because there is no rational – let alone compelling -- justification  
26 to find that unvaccinated or not boosted students present a health or safety risk to the SCU community  
27 while unvaccinated or not boosted faculty or staff do not. Nor is Defendants’ Mandate “narrowly  
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1 tailored” to serve any legitimate “health” interests when it imposes vaccination requirements on the  
2 young adult students least likely to suffer from severe COVID, while allowing older individuals such  
3 as faculty members and staff who are more at risk for severe COVID to be exempt from the Mandate.

4 267. Accordingly, Defendants have violated and continue to violate Plaintiffs’ right to equal  
5 protection under the law, and Defendants’ policies cannot stand.

6 268. Plaintiffs desire a judicial declaration that the Mandate is unconstitutional because it  
7 violates SCU students’ right to equal protection under the California Constitution.

8 269. A judicial determination of these issues is necessary and appropriate because such a  
9 declaration will clarify the parties’ rights and obligations, permit them to have certainty regarding  
10 those rights and potential liability, and avoid a multiplicity of actions. An actual and present  
11 controversy exists with respect to the disputes between Plaintiffs and Defendants as alleged above  
12 (Code Civ. Proc., § 1060).

13 270. Defendants have harmed and continue to harm Plaintiffs, as alleged above.

14 271. Plaintiffs have no adequate remedy at law and will suffer irreparable harm if the Court  
15 does not declare the Mandate unconstitutional. Thus, they seek preliminary and permanent injunctive  
16 relief enjoining Defendants from enforcing the Mandate, including any additional booster dose  
17 requirements.

18 272. WHEREFORE, Plaintiffs pray for relief as set forth below.

19 **EIGHTH CAUSE OF ACTION**

20 **(Declaratory and Injunctive Relief)**

21 **VIOLATION OF 21 U.S. CODE § 360bbb–3**

22 ***(All Plaintiffs Against All Defendants)***

23 273. Plaintiffs reallege and incorporate by reference their allegations in each of the  
24 preceding paragraphs in this FAC as if fully set forth herein.

25 274. “Under section 564 of the Federal Food, Drug, and Cosmetic Act (FD&C Act), when  
26 the Secretary of HHS declares that an emergency use authorization is appropriate, FDA may authorize  
27 unapproved medical products or unapproved uses of approved medical products to be used in an  
28

1 emergency to diagnose, treat, or prevent serious or life-threatening diseases or conditions caused by  
2 [chemical, biological, radiological, and nuclear] threat agents when certain criteria are met, including  
3 there are no adequate, approved, and available alternatives.”<sup>43</sup>

4 275. The relevant portion of the FD&C Act, found at 21 U.S. Code § 360bbb–3(e)(1)(A)(ii),  
5 imposes the following conditions on the dissemination of products that have received emergency use  
6 authorization: “Appropriate conditions designed to ensure that individuals to whom the product is  
7 administered are informed:

- 8 (I) that the Secretary has authorized the emergency use of the product;  
9 (II) of the significant known and potential benefits and risks of such use, and of  
10 the extent to which such benefits and risks are unknown; and  
11 (III) of the option to accept or refuse administration of the product, of the  
12 consequences, if any, of refusing administration of the product, and of the  
13 alternatives to the product that are available and of their benefits and risks.”

14 276. All Products available for consumption within the United States are only authorized  
15 under emergency use and are not FDA approved. This includes not only the third dose “booster” doses  
16 of the Products, but all Products.

17 277. Defendants violated and are in violation of 21 U.S. Code § 360bbb–3(e)(1)(A)(ii)(III)  
18 by failing to provide the required option to refuse the Products, including additional “booster”  
19 Products, to SCU Students.

20 278. Although there is no express private right of action explicitly mentioned in the federal  
21 EUA statute, an implied private right of action can be found. A private right of action allows a private  
22 plaintiff to bring an action based directly on violation of a federal statute either as a) an express private  
23 right of action or b) an implied private right of action. (*Landegger v. Cohen* (D. Colo. 2013) 5 F. Supp.  
24 3d 1278, 1284). To bring a claim based on an express private right of action, Congress must have  
25 placed express private rights of action into the text of the legislation. An implied private right of action  
26 is judicially created and allows a private plaintiff to enforce a federal statute despite the fact that the

27 <sup>43</sup> *Emergency Use Authorization, FDA*, [https://www.fda.gov/emergency-preparedness-and-response/mcm-](https://www.fda.gov/emergency-preparedness-and-response/mcm-legal-regulatory-and-policy-framework/emergency-use-authorization)  
28 [legal-regulatory-and-policy-framework/emergency-use-authorization](https://www.fda.gov/emergency-preparedness-and-response/mcm-legal-regulatory-and-policy-framework/emergency-use-authorization) [as of July 21, 2021].

1 statute itself contains no express right of action (*Ibid*). To determine whether a private action is implied  
2 in a federal statute, courts will look primarily at legislative intent and whether the statute confers a  
3 right on the plaintiff (*J. I Case Co. v. Borak* (1964) 377 U.S. 426; *Touche Ross & Co. v. Reddington*  
4 (*1979*)442 U.S. 560, 575). It is the duty of courts to be alert to provide such remedies as are necessary  
5 to make effective the congressional purpose. (*Borak, supra*, 377 U.S. at 433).

6         279. The legislative intent of the federal EUA statute was to authorize and expand additional  
7 emergency uses for medical products to reduce deaths and severity of injuries caused by agents of war,  
8 and for other purposes. The statute contains rights-creating language for the individuals receiving the  
9 unapproved products. The statute demands “**individuals** to whom the product is administered are  
10 informed of the significant known and potential benefits and risks of such use, and of the extent to  
11 which such benefits and risks are unknown and of the option to accept or refuse administration of the  
12 product.” If the intent of the statute was to only address the rights and responsibilities of the Secretary  
13 of Health, it would not have specifically given individuals an option to accept or refuse a product.  
14 Combining this with the legislative intent to “reduce deaths and severity of injuries” for those  
15 individuals, an implied private right of action should be found under this statute. Indeed, an implied  
16 private right of action was found within a similar case in *Doe v. Rumsfeld* (D.D.C. 2004) 341  
17 F.Supp.2d 1, 19), where the court recognized the right of individual members of the military to sue for  
18 violations of an analogous statute governing uptake of an EUA anthrax vaccine and the military’s  
19 failure to offer the right to refuse the vaccine as provided by the statute. If military personnel have a  
20 recognized private right of action for the military’s failure to give them the right to refuse EUA  
21 products, certainly a civilian is entitled to similar rights under analogous EUA law. Lower federal  
22 district court case law to the contrary is not only nonbinding but relies on precedent addressing a  
23 completely different section of the Food Drug & Cosmetic Act (*See PDK Labs, Inc. v. Friedlander*  
24 (2d Cir. 1997) 103 F. 3d 1105, 1113 (addressing mislabeling issues under the FDCA).

25         280. Further, under the Bane Act, if a person, whether or not acting under color of law,  
26 interferes by threat, intimidation, or coercion or attempts to interfere by threat, intimidation, or  
27 coercion, with the exercise or enjoyment by any individual of rights secured by the Constitution or  
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1 laws of the United States or rights secured by the California Constitution or laws of California, the  
2 individual whose rights have been interfered with, or attempted to be interfered with, may institute  
3 and prosecute in their own name and on their own behalf a civil action for damages, injunctive relief,  
4 and other appropriate relief to protect the peaceful enjoyment of the right or rights secured. (Cal. Civ.  
5 Code § 52.1(b)-(c)). Therefore, rights secured to the individual under the EUA statutes are rights  
6 conferred by the laws of the United States and therefore may be enforced through the Bane Act.

7 281. Plaintiffs have suffered significant harms by being denied a right to refuse EUA  
8 Products, including all “booster” Products, as further described herein, and should be entitled to both  
9 declaratory and injunctive relief from Defendants’ violation of this federal EUA requirement.

10 282. A judicial determination of these issues is necessary and appropriate because such a  
11 declaration will clarify the parties’ rights and obligations, permit them to have certainty regarding  
12 those rights and potential liability, and avoid a multiplicity of actions. An actual and present  
13 controversy exists with respect to the disputes between Plaintiffs and Defendants as alleged above  
14 (Code Civ. Proc., § 1060).

15 283. Plaintiffs have no adequate remedy at law and will suffer irreparable harm if the Court  
16 does not declare the Mandate violative of individual rights under the EUA statutes. Thus, they seek  
17 preliminary and permanent injunctive relief enjoining Defendants from enforcing the Mandate,  
18 including any additional booster dose requirements.

19 284. WHEREFORE, Plaintiffs pray for relief as set forth below.

20 **NINTH CAUSE OF ACTION**

21 **(Declaratory and Injunctive Relief; Damages)**

22 **VIOLATION OF CALIFORNIA’S PROTECTION OF HUMAN SUBJECTS IN MEDICAL**  
23 **EXPERIMENTATION ACT, CAL. HEALTH & SAFETY CODE SECTION 24170**

24 ***(All Plaintiffs Against All Defendants)***

25 285. Plaintiffs reallege and incorporate by reference their allegations in each of the  
26 preceding paragraphs in this FAC as if fully set forth herein.

27 286. The Protection of Human Subjects in Medical Experimentation Act (the “Act”) adopts  
28



1 the Belmont Principles against forced medical experimentation and the right to informed consent by  
2 prohibiting medical experimentation on human subjects without their informed consent. (Cal. Health  
3 & Safety Code § 24170 et seq.)

4 287. The Products, including the “booster” doses of the Products are all experimental  
5 products, as further alleged throughout this FAC and fully incorporated by reference herein.

6 288. By definition, all EUA Products are experimental products and, as the FDA and the  
7 Product Manufacturers all acknowledge, all COVID-19 Products are still in ongoing clinical trials that  
8 will not be complete until at least 2023.

9 289. All Products available to all consumers within the U.S. remain EUA Products. There  
10 are no fully FDA-approved Products on the U.S. market. This clearly distinguishes the current  
11 situation from cases upholding school vaccine requirements where the vaccines are not under EUA  
12 (e.g. *Brown v. Smith* (2018) 24 Cal App. 5<sup>th</sup> 1135, n.1).

13 290. The Products are not reasonably related to protecting the public health since none of  
14 the Products prevent infection, transmission, hospitalization, or death from COVID-19 or any of its  
15 variants and in fact may cause significant health harms to many individuals as more fully described  
16 herein.

17 291. Many SCU students who did not want to take an EUA Product were harassed,  
18 intimidated, maligned, impugned, and ultimately coerced into taking an EUA Product due to SCU’s  
19 and Defendant Osofsky’s coercive actions and threats to remove SCU students from their ongoing  
20 college educations without offering viable opt-out options.

21 292. Unlike other court cases decided earlier in the pandemic addressing fall term college  
22 COVID-19 vaccine mandates where “coercion” was not found, Defendant SCU did not offer broad  
23 opt-out options for both religious and medical reasons to its students. In fact, Defendant SCU did not  
24 offer a religious opt-out at all for the Products to students – while offering religious opt-out options  
25 for faculty and staff -- and Defendant Osofsky, acting as dual agent of the County and State as well as  
26 the campus physician charged with granting or denying medical exemption opt-outs, denied the  
27 majority of legitimate medical exemption requests, at least until this lawsuit commenced. It should  
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1 also be noted that such cases were decided earlier on in the pandemic, before the data showing the  
2 increasingly concerning risks of harm to young adults in particular were universally known. (*See e.g.*,  
3 *Klaassen v. Trustees of Ind. Univ.* (N.D. Ind. 2021 549 F. Supp. 3d 836, 867 [ noting that: “the  
4 Constitution doesn’t permit the government to declare a never-ending public emergency and expand  
5 its powers arbitrarily. Instead, as our country progresses through a pandemic, the government must  
6 continually update its practices in light of the most recent medical and scientific developments”]);  
7 SCU’s refusal to update their COVID-19 vaccination policy in light of these emerging facts makes  
8 clear their intentions to continue medical experimentation on SCU students.

9       293. In addition, although Defendant Osofsky may not have personally administered the  
10 Products to unwilling SCU students, Osofsky’s exercise of power and authority in denying students  
11 the right to refuse and to opt-out based on legitimate medical reasons or concerns also amounted to  
12 coercion of an experimental Product in violation of this Act.

13       294. Finally, Defendant SCU also removed any “choice” with respect to the Mandate by  
14 removing any reasonable option for “unvaccinated” or “not boosted” students to transfer or complete  
15 their educations or programs elsewhere by changing SCU official policies to prevent unvaccinated or  
16 not boosted students from going to other colleges or institutions to complete their educations. (**Exhibit**  
17 **B**).

18       295. The Mandate is therefore facially void as a matter of law and in violation of this Act.

19       296. Even if the Mandate was not void, Plaintiffs do not consent to being administered the  
20 Products, including any further Products mandated by any additional booster requirements.

21       297. Plaintiff’s reserve their rights to seek damages and other relief as the Court may deem  
22 just, pursuant to Section 24176 of the Act.

23       298. WHEREFORE, Plaintiffs pray for relief as set forth below.

24       ///

25       ///

26       ///

27       ///

**TENTH CAUSE OF ACTION**

**(Declaratory and Injunctive Relief; Damages)**

**VIOLATION OF CALIFORNIA'S CIVIL RIGHTS ACTS**

**(Unruh and Bane Act Violations)**

**(*All Plaintiffs Against All Defendants*)**

299. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this FAC as if fully set forth herein.

300. Defendants operate SCU, which is an establishment open to the public within the jurisdiction of the State of California and, as such, are obligated to comply with the provisions of the Unruh Act, California Civil Code Section 51 and 52, *et seq.* ("the Unruh Act") and California Civil Code Section 52.1, *et seq.* ("The Bane Act").

301. The conduct alleged herein violates these acts. The Unruh Act guarantees, *inter alia*, that persons cannot be discriminated against on the basis of, among other things, medical condition, genetic information, religion, or disability, but are instead entitled to full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever within the jurisdiction of the State of California. (Cal. Civ. Code § 51(b)).<sup>44</sup>

302. Defendants willfully violated the Unruh Act on the basis of religion by discriminating against "unvaccinated" or "not boosted" students on the basis of religion by allowing "unvaccinated" or "not boosted" SCU faculty and staff to remain on campus and keep their jobs if they had a bona fide religious belief exempting them from the Mandate while removing "unvaccinated" or "not boosted" students from campus and their ongoing educations at SCU who also had bona fide religious beliefs but were denied any religious accommodation or exemption by SCU. Defendants also discriminate on the basis of religion in violation of the Unruh Act by favoring secular medical exemptions over religious exemptions. (*See Cuomo, supra*, 141 S. Ct. 63, 69; *Doster, supra*, 2022

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<sup>44</sup> See California Civil Code section 51, which states in relevant part: "All persons within the jurisdiction of this state are free and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever."

1 WL 982299 at \*4, \*15; *U.S. Navy Seals 1-26, supra*, 27 F.4<sup>th</sup> at 352).

2 303. Defendants also willfully violated the Unruh Act on the basis of medical condition  
3 and/or genetic information by discriminating against “unvaccinated” or “not boosted” students by  
4 removing “unvaccinated” or “not boosted” students from campus and their ongoing educations at SCU  
5 while allowing “fully vaccinated” (which is apparently a definition subject to constant change at  
6 SCU’s whim) students to remain on campus and to continue their ongoing educations. Defendants  
7 also exhibited clear animus towards unvaccinated or not boosted students as further alleged throughout  
8 this FAC and fully incorporated herein, including but not limited to Defendant SCU’s abrupt change  
9 of policy mid-year to prevent unvaccinated or unboosted students from transferring or completing  
10 remaining credits elsewhere. Since there is no scientific difference between “not boosted” and “fully  
11 vaccinated students” and since the Products themselves do not prevent infection, transmission,  
12 hospitalizations, or death, there is no legitimate health or safety reason to distinguish between these  
13 classes of individuals and animus must therefore be presumed.

14 304. The Unruh Act also provides that a violation of the ADA is a violation of the Unruh  
15 Act. (Cal. Civ. Code § 51(f)).

16 305. A SCU students’ choice to not be vaccinated is a physical disability as defined by  
17 Cal. Govt. Code section 12926(m), which states in pertinent part that physical disability includes  
18 any physiological condition that has an immunological affect. There is no question that taking a  
19 vaccine has a physiologic effect on the immune system, and therefore those who are vaccinated  
20 or unvaccinated alike are protected under the Code’s definitions of physical disability under  
21 Unruh.

22 306. Defendants also willfully violated both the Unruh Act and the ADA on the basis of a  
23 perceived disability as SCU treats unvaccinated or not boosted students differently than “fully  
24 vaccinated” (as defined by SCU and subject to change) students as Defendants perceived that  
25 “unvaccinated” or students “vaccinated” with an apparently insufficient number of “booster” doses  
26 suffered from an inherent defect in their physical bodies that would allow them to infect or transmit  
27 COVID-19 to others within the SCU Community that “fully vaccinated” students did not suffer from  
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1 and treated them differently based upon that perception of disability.

2 307. Defendants have violated the Unruh Act by, *inter alia*, denying Plaintiff students  
3 and others similarly situated, as persons with distinct medical conditions and/or genetic  
4 information and/or as persons perceived as having a disability or distinct medical condition  
5 because they are “unvaccinated” or “not boosted” individuals, full and equal accommodations,  
6 advantages, facilities, privileges, or services offered by Defendants. Defendants have also violated  
7 the Unruh Act by violating the ADA, as set forth above.

8 308. Defendants have violated the Unruh Act by, *inter alia*, denying, or aiding or inciting  
9 the denial of, Plaintiffs rights to the full and equal accommodations, advantages, facilities, privileges  
10 or services offered at SCU.

11 309. Defendants have also violated the Unruh Act by denying, or aiding or inciting the  
12 denial of, Plaintiff's rights to equal access as arising from the provisions of the California state  
13 accessibility regulations and the ADA.

14 310. Defendants have also violated the Bane Act. Under the Bane Act, if a person,  
15 whether or not acting under color of law, interferes by threat, intimidation, or coercion or attempts  
16 to interfere by threat, intimidation, or coercion, with the exercise or enjoyment by any individual  
17 of rights secured by the Constitution or laws of the United States or rights secured by the  
18 California Constitution or laws of California, the individual whose rights have been interfered  
19 with, or attempted to be interfered with, may institute and prosecute in their own name and on  
20 their own behalf a civil action for damages, injunctive relief, and other appropriate relief to protect  
21 the peaceful enjoyment of the right or rights secured. (Cal. Civ. Code § 52.1(b)-(c)).

22 311. As further described throughout this FAC, allegations which are fully incorporated  
23 herein, Defendants have violated Plaintiffs' various constitutional and legal rights under the U.S.  
24 and California Constitutions as well as federal and California law, including but not limited to,  
25 Plaintiffs' rights to Substantive Due Process, Bodily Autonomy and Privacy, Free Exercise of  
26 Religion, Equal Protection under the Law, and protection against discrimination under Unruh.

27 312. All Plaintiffs in this action are entitled under the Bane Act to injunctive and  
28

1 declaratory relief from Defendants' further violations of Plaintiffs' various rights.

2 313. In addition, and as a direct and proximate result of the aforementioned violations  
3 by Defendants, Plaintiff Glenn and Plaintiff Kosinski have suffered damages to be determined at  
4 trial but that exceed the jurisdictional limit of this Court.

5 314. WHEREFORE, Plaintiffs pray for relief as set forth below.

6 **ELEVENTH CAUSE OF ACTION**

7 **(Damages)**

8 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

9 ***(Plaintiffs Glenn and Kosinski Against Defendant SCU)***

10 315. Plaintiffs reallege and incorporate by reference their allegations in each of the  
11 preceding paragraphs in this Complaint as if fully set forth herein.

12 316. Every contract contains an implied covenant of good faith and fair dealing in  
13 performing the contract.

14 317. Plaintiffs Glenn and Kosinski, and Plaintiff CHD-CA's members who are students  
15 attending SCU, and each of them, have contractual relationships with SCU. Pursuant to the contracts  
16 between plaintiffs and SCU, plaintiffs are entitled to full, unfettered access to all SCU facilities and  
17 programs as well as SCU housing. None of the terms of the initial contracts entered into by Plaintiffs  
18 for the 2021-2022 school year required taking any of the Products in order to attend SCU.

19 318. A true and correct copy of such contracts for Plaintiff Glenn are attached hereto as  
20 **Exhibit E** and **Exhibit F** and incorporated by reference herein.

21 319. A true and correct copy of such contracts for Plaintiff Kosinski are attached hereto as  
22 **Exhibit E** and **Exhibit F** and incorporated herein by reference.

23 320. Plaintiff Glenn performed all of her obligations under the terms of the initial contracts.

24 321. Plaintiff Kosinski performed all of his obligations under the terms of the initial  
25 contracts.

26 322. After entering into these valid contracts supported by due consideration and Plaintiffs'  
27 reliance upon the terms set forth therein, SCU unlawfully added additional terms to the contract

1 regarding the Products to which Plaintiffs did not and do not consent.

2 323. Specifically, prior to March 8, 2022, SCU's immunization requirements located on  
3 SCU's website and in the 2021-2022 SCU Student Handbook (pp. 30-31, Exhibit E) did not include  
4 a requirement for students to be immunized against SARS COV-2 (COVID-19) to attend SCU, and  
5 therefore this requirement did not form part of any contract entered into by Plaintiffs to attend SCU in  
6 the fall of 2021 or the winter/spring of 2022.

7 324. In addition, although SCU informed students by email in late summer 2021 that a  
8 COVID-19 vaccine would be required to continue attending SCU for the 2021-2022 academic year,  
9 SCU did not indicate, either in its Student Handbook for the 2021-2022 academic year or in any other  
10 contract signed by students -- or even in email communications announcing the Initial Mandate -- that  
11 SCU students would be required to take additional "booster" doses at the whim of SCU and at any  
12 time thereafter. In fact, the opposite was true: many SCU students, including Plaintiffs in this action,  
13 were led to believe that compliance with the Initial Mandate would allow them to complete, at the  
14 very least, the 2021-2022 academic year at SCU.

15 325. SCU breached these contracts and the implied covenant of good faith and fair dealing  
16 between it and Plaintiffs by not honoring the terms of their contracts as written.

17 326. SCU breached its implied covenant of good faith and fair dealing inherent in every  
18 contract with its students by attempting to, among other things, unilaterally modify the terms and  
19 conditions of the contracts between the parties by mandating experimental Products as a condition to  
20 attending or continuing to attend SCU during the 2021-2022 academic year.

21 327. SCU imposed these unilateral modifications to the contracts only after Plaintiffs had  
22 paid their tuition, housing, and other associated fees for each applicable term and had no other  
23 reasonable options.

24 328. SCU breached its implied covenant of good faith and fair dealing inherent in every  
25 contract with its students by disenrolling students, including Plaintiff Kosinski, who did not comply  
26 with the Initial Mandate and then by actively preventing these disenrolled students from completing  
27 their remaining classes at another institution.

329. SCU has not performed or been excused from performing under the terms of its 2021-2022 contracts with Plaintiffs.

330. As a result of SCU's breach, Plaintiffs have been damaged by being deprived of their housing placements and not being allowed to attend SCU without being subjected to the extra-contractual terms regarding the Products coercively and unlawfully placed upon them. Plaintiffs have also been financially damaged in an amount to be proven at trial, which exceeds the jurisdictional minimum of this Court.

331. WHEREFORE, Plaintiffs pray for relief as set forth below.

## **TWELFTH CAUSE OF ACTION**

**(Damages)**

## BREACH OF CONTRACT

*(Plaintiffs Glenn and Kosinski against Defendant SCU)*

332. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this FAC as if fully set forth herein.

333. In the summer of 2021, Plaintiff Glenn and Plaintiff Kosinski each entered into a contract with Defendant SCU, the purposes of which were to enroll Glenn and Kosinski as students at SCU.

334. According to the terms to which Defendant SCU agreed, in exchange for valuable consideration, Plaintiffs Glenn and Kosinski each were to have the beneficial use of the SCU campus, access to the SCU faculty and course curriculum, access to the SCU facilities and more during the 2021-2022 school year. None of the terms of the initial contracts entered into by Plaintiffs for the 2021-2022 school year required taking any of the Products in order to attend SCU.

335. A true and correct copy of such contracts for Plaintiff Glenn are attached hereto as **Exhibit E** and **Exhibit F** and incorporated by reference herein.

336. A true and correct copy of such contracts for Plaintiff Kosinski is attached hereto as **Exhibit E** and **Exhibit F** and incorporated herein by reference.

337. Plaintiff Glenn performed all of her obligations under the terms of the contracts.



1           338. Plaintiff Kosinski performed all of his obligations under the terms of the contracts.

2           339. After entering into this contractual relationship, defendant SCU announced the  
3 Mandate and its various requirements.

4           340. Specifically, prior to March 8, 2022, SCU's immunization requirements located on  
5 SCU's website and in the 2021-2022 SCU Student Handbook (pp. 30-31, **Exhibit E**) did not include  
6 a requirement for students to be immunized against SARS COV-2 (COVID-19) to attend SCU, and  
7 therefore this requirement did not form part of any contract entered into by Plaintiffs to attend SCU in  
8 the fall of 2021 or the winter/spring of 2022.

9           341. Defendants materially breached their obligations under the contracts with Plaintiff  
10 Glenn in that, among other things, Plaintiff Glenn was: (1) denied a valid request for medical  
11 exemption from the Initial Mandate; (2) threatened with removal from campus and prohibition from  
12 enrolling in classes at SCU unless she acquiesced to taking an EUA Product AFTER she gave notice  
13 to SCU and its agents and employees that she did not wish take the Product and feared it would further  
14 harm her; and (3) despite SCU claiming to have granted Glenn a medical exemption, Glenn is still  
15 threatened with disenrollment from future semesters, and denied further access to campus facilities, if  
16 she does not comply with future requirements under the Mandate, including any new booster  
17 requirements. (**Exhibit A**).

18           342. Defendants materially breached their obligations under the contracts with Plaintiff  
19 Kosinski in that, among other things, Plaintiff Kosinski was: (1) disenrolled from SCU in the fall of  
20 2021 for not complying with the Mandate; (2) refused any exemption or accommodation for the entire  
21 2021-2022 academic year; and (3) further prevented from completing his remaining credits at another  
22 institution when Defendants abruptly changed their transfer credit policy mid-year in order to prevent  
23 Plaintiff Kosinski – and any other “unvaccinated” or “not boosted” students -- from finishing their  
24 educations elsewhere.

25           343. The actions of SCU and its agent and/or employees as more fully described herein are  
26 a material breach of defendants' obligations under each contract and have deprived Plaintiffs Glenn  
27 and Kosinski the benefits promised therein.

344. Due to the material breaches of defendants as described herein, Plaintiff Glenn and Plaintiff Kosinski have each been damaged in that if the Mandate, including any additional booster dose requirements, is enforced and Plaintiff Glenn or Kosinski are excluded from campus or disenrolled from their fall semester classes, she or he will unfairly be deprived of the benefits promised in their respective contracts. In addition, Plaintiff Kosinski has already been damaged by Defendants' breach of his contacts with SCU by his inability to complete his master's program and capstone project with his mentor and student colleague timely and during the 2021-2022 academic year or from attaining promotions with his employer, which were conditioned upon Plaintiff's completion of his master's degree at SCU.

345. WHEREFORE, each Plaintiff prays for the relief as set forth below.

### **THIRTEENTH CAUSE OF ACTION**

**(Damages)**

## NEGLIGENCE

*(Plaintiffs Glenn and Kosinski against All Defendants)*

346. Plaintiffs reallege and incorporate by reference their allegations in each of the preceding paragraphs in this FAC as if fully set forth herein.

347. Defendant SCU and its agents and employees each had a special relationship with --  
and therefore a duty to -- each and every one of its students to exercise due care.

348. As an employed campus physician at SCU charged with granting or denying critical medical exemptions to students who had already been injured by the Products or whose family histories or previous allergic reactions or conditions made taking the Products more risky, and as a physician who has taken the Hippocratic Oath, Defendant Osofsky also had both a special relationship with SCU students seeking medical exemptions from SCU, and an independent duty as a physician to do no harm.

349. The actions, policies and determinations made by SCU and its agents and employees, including but not limited to Defendant Osofsky, as more fully described in the paragraphs herein, proximately caused personal injury, mental anguish, and/or financial damages to Plaintiffs Glenn and

1 Kosinski, as further described hereinabove.

2 350. The complained of and injurious actions of the individually named defendants were  
3 made in the course and scope of their employment with Defendant SCU and each defendant acted in  
4 furtherance of the objectives of the Mandate without regard for the potential damage to these Plaintiffs.

5 351. But for the Mandate imposed by SCU and enforced by its employees and agents,  
6 Plaintiff Glenn would not have submitted to the experimental injection and would not have been  
7 harmed. But for the Mandate by SCU, including any additional booster dose requirements, and  
8 enforced by its employees and agents, Plaintiff Glenn would not be facing additional risks of harm to  
9 her health as well as financial damages stemming from SCU's threats to expel Plaintiff Glenn from  
10 her ongoing education and deny her further access to campus facilities unless she submits to further  
11 doses under the Mandate.

12 352. But for the Mandate by SCU and enforced by its employees and agents, as well as  
13 Defendants' actions in deliberately and recklessly preventing Plaintiff Kosinski from attaining his  
14 remaining credits at another institution, Plaintiff Kosinski would not have lost an entire year of his  
15 education, would not have lost promotional opportunities at work for not having attained his Master's  
16 Degree at SCU, and would not have had his private medical information disclosed to others. Further,  
17 unless SCU grants Plaintiff Kosinski a permanent medical exemption to the Mandate and allows him  
18 to re-enroll at SCU and finish his Master's Degree, Plaintiff Kosinski will suffer further financial,  
19 educational, and professional harms.

20 353. Defendants owed Plaintiffs a duty to allow informed consent and voluntary choice  
21 without coercion or duress when deciding to take any EUA product that has not received full FDA  
22 approval. Such a duty is codified in 21 U.S.C. § 360-bbb *et seq.* This duty was violated when SCU  
23 and its agents and employees coerced Glenn into taking an EUA product that she never wished to take,  
24 as further described herein.

25 354. Defendants owed Plaintiffs the further duty under California Health & Safety Code  
26 Section 24170 *et seq.*, which prohibits forcing, coercing, or otherwise improperly influencing a person  
27 to submit to a human experimentation. Defendants owed the further duty to exercise reasonable care  
28

1 in creating and promoting health policies and practices for the SCU community.

2 355. Defendants, and each of them, breached the aforementioned duties by failing to  
3 evaluate the safety of such policies, failing to undertake any data analysis of whether such policy was  
4 reasonable, by coercing and creating duress, and by refusing each Plaintiff's legitimate religious and/or  
5 medical exemption requests repeatedly until this lawsuit commenced, as further described herein, in  
6 an attempt to gain Plaintiff Glenn's and Plaintiff Kosinski's acceptance of non-FDA-approved medical  
7 interventions in violation of both federal EUA and California law.

8 356. As a proximate result of the breaches of duty described herein Plaintiff Glenn was  
9 damaged in an amount that will be proved at trial and which exceeds \$25,000.

10 357. As a proximate result of the breaches of duty described herein, Plaintiff Kosinski was  
11 damaged in an amount that will be proved at trial and which exceeds \$25,000.

12 358. WHEREFORE, each Plaintiff prays for relief as set forth below.

13 **FOURTEENTH CAUSE OF ACTION**

14 **(Damages)**

15 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

16 ***(Plaintiffs Glenn and Kosinski Against All Defendants)***

17 359. Plaintiffs reallege and incorporate by reference their allegations in each of the  
18 preceding paragraphs in this FAC as if fully set forth herein.

19 360. Defendants owed a duty to act reasonably towards Plaintiff Glenn and Plaintiff  
20 Kosinski with regard to implementing so called safety measures at SCU.

21 361. Defendant SCU and its agent and employees have created, implemented and enforced  
22 a policy of mandatory uptake of the EUA Products created by Moderna, Pfizer, and/or Johnson &  
23 Johnson for students with no exemptions for religious beliefs.

24 362. Plaintiff Glenn suffered catastrophic injury after obtaining the first dose of the  
25 mandated Product against her will, and still suffers from many of these injuries. Despite this,  
26 Defendants intentionally and recklessly denied the medical exemption requests from two of her  
27 treating physicians, unreasonably causing her severe emotional distress as a direct and proximate result

1 of this conduct, resulting in Plaintiff Glenn's need to seek treatment for her anxiety and distress.

2 363. Further, defendant Osofsky engaged in extreme and outrageous behavior by  
3 intentionally interfering with the private doctor-patient relationship between Glenn and her treating  
4 physicians and actively attempting to get Glenn's physicians to retract medical exemptions previously  
5 submitted for her.

6 364. Defendant Osofsky also engaged in extreme and outrageous behavior by determining  
7 that plaintiff Glenn was not entitled to a medical exemption despite her documented injuries because  
8 Defendant Osofsky did not believe her adverse events were "severe enough to require hospitalization,"  
9 despite being on notice from Plaintiff Glenn's own treating physician that she suffered paralysis and  
10 severe illness that lasted for months after receiving the first dose of the experimental Product.

11 365. Due to the documented suffering of Plaintiff Glenn from the first dose, the demand by  
12 Defendants that Glenn receive two additional doses of the same Product that severely injured her or  
13 be removed from her ability to enroll in classes and live at SCU is unlawful, extreme, outrageous,  
14 reckless, wanton and malicious conduct.

15 366. Further, although Defendants claimed to have granted Plaintiff Glenn a medical  
16 exemption to their Mandate after the commencement of this lawsuit, Defendant SCU has continued to  
17 insist that Plaintiff Glenn get further booster doses of the Products in order to be able to continue at  
18 SCU. (**Exhibit A**). Accordingly, Plaintiff Glenn is still being subject to harassment and coercion to  
19 take Products that SCU knows have already caused her serious harm.

20 367. Defendants also engaged in extreme and outrageous conduct towards Plaintiff Kosinski  
21 by disenrolling him in the fall of 2021 for not complying with the Mandate, even if he did all of his  
22 classes remotely, by refusing all of Plaintiff's requests for religious or medical exemption throughout  
23 the 2021-2022 academic year, and by changing SCU's policy mid-year to prevent Plaintiff Kosinski  
24 from completing his educational credits elsewhere. Defendant Osofsky also engaged in extreme and  
25 outrageous behavior through his June 2022 email to Plaintiff Kosinsky by attempting to impugn and  
26 intimidate Plaintiff Kosinski from again seeking a medical exemption to the Mandate. (**Exhibit D**).  
27 Defendants continued to refuse Plaintiff's requests for medical exemption long after Defendant SCU  
28

1 knew or should have known that the Products were neither safe nor effective at stopping infection,  
2 transmission, hospitalization, or death.

3 368. Defendants knew or should have known that this conduct would cause or be likely to  
4 cause severe emotional distress for both of these Plaintiffs, and Defendants' conduct did in fact cause  
5 severe emotional distress to each Plaintiff.

6 369. Plaintiff Glenn and Plaintiff Kosinski have each been damaged in an amount to be  
7 proved at trial, but which exceeds \$25,000.

8 370. It shocks the conscience that Defendants would predicate the continued enrollment of  
9 a student at SCU on the receipt of an experimental Product that has not been approved by the FDA for  
10 lack of complete safety studies and for which federal law explicitly requires the right to refuse, and  
11 that it would impose this requirement even for wholly remote students with no contact with others in  
12 the SCU Community.

13 371. The outrageousness of this conduct is particularly egregious given the now-widely  
14 known adverse effects occurring with uptake of these Products, as fully documented on VAERS and  
15 other adverse event reporting systems worldwide, in numerous peer-reviewed studies, in the raw data  
16 emerging from "highly boosted" countries such as Israel, UK, and Portugal, and in the Pfizer clinical  
17 trial documents that reveal both a serious level of fraud with respect to these clinical trials and the  
18 known serious adverse effects from these Products, which were clearly known by Pfizer and the FDA  
19 as early as December of 2020. Defendants knew or should have known of this adverse event data as  
20 it emerged, and should have rescinded its Mandate, including any booster dose requirements,  
21 accordingly.

22 372. The outrageousness of this conduct is particularly egregious in the case of Glenn who  
23 has already been injured by these experimental Products.

24 373. Plaintiffs Glenn and Kosinski are further entitled to exemplary damages due to the  
25 conduct of Defendants as described herein.

26 374. WHEREFORE, Plaintiff Glenn and Plaintiff Kosinski each prays for relief as set forth  
27 below.

1 **FIFTEENTH CAUSE OF ACTION**

2 **(Damages)**

3 **TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIP**

4 ***(Plaintiff Glenn Against Defendant Osofsky)***

5 375. Plaintiffs reallege and incorporate by reference their allegations in each of the  
6 preceding paragraphs in this FAC as if fully set forth herein.

7 376. Plaintiff Glenn was in a physician-patient relationship with her treating physicians Dr.  
8 Ando and Dr. Awadeh at all relevant times herein and had private contractual relationships with these  
9 doctors governing Plaintiff's medical care with this medical practice.

10 377. Dr Osofsky knew that Plaintiff and Dr. Ando were in a physician-patient relationship  
11 when he intentionally interfered with that relationship by causing Dr. Ando to second guess his  
12 professional determinations regarding the safety of the COVID-19 vaccines for his patient, Plaintiff,  
13 as fully described herein.

14 378. Dr. Osofsky knew that Plaintiff and Dr. Awadeh were in a physician-patient  
15 relationship when he intentionally interfered with that relationship by intervening in the determination  
16 by Dr. Awadeh that the mandated product was dangerous for Plaintiff Glenn.

17 379. As a direct and proximate result of this interference by Dr. Osofsky, Plaintiff was  
18 damaged in that her medical exemption request was unreasonably denied multiple times until the  
19 commencement of this lawsuit, causing Plaintiff Glenn extreme anxiety and the exacerbation of her  
20 injuries caused by the first dose of the Product. In addition, although Defendants claim to have granted  
21 Plaintiff Glenn a medical exemption on March 28, 2022, Plaintiff Glenn received two emails on June  
22 2 and June 3, 2022 informing her that she needs to comply with the Mandate in order to continue to  
23 stay enrolled at SCU.

24 380. The amount of such damages to Plaintiff Glenn will be proven at trial and exceed  
25 \$25,000.

26 381. WHEREFORE, Plaintiff Glenn prays for relief as set forth below. Plaintiffs reallege  
27 and incorporate by reference all the foregoing paragraphs as though fully set forth herein.

1 **SIXTEENTH CAUSE OF ACTION**

2 **(Damages)**

3 **CONSPIRACY TO INDUCE BREACH OF CONTRACT**

4 ***(Plaintiffs Glenn and Kosinski Against All Defendants)***

5 382. Plaintiffs reallege and incorporate by reference their allegations in each of the  
6 preceding paragraphs in this Complaint as if fully set forth herein.

7 383. At all relevant times herein, Defendants, and each of them as alleged herein, acted in  
8 concert to interfere and intervene into the private physician-patient relationships of SCU students,  
9 including but not limited to Plaintiff Glenn and Plaintiff Kosinski. Defendants, and each of them,  
10 conspired to induce a breach of the physician-patient relationships described hereinabove between  
11 SCU students and the medical professionals they contracted with to provide personalized medical care,  
12 in order for SCU to aid, abet, and enact the government induced and sponsored policy of universal  
13 vaccination for “COVID.”

14 384. Defendants, and each of them, engaged in wrongful conduct in furtherance of this  
15 conspiracy, including but not limited to, contacting the treating physicians of SCU students in order  
16 to procure compliance with the government-induced and sponsored policy of universal vaccination of  
17 these student patients, without regard to the physician-patient contract which requires the treating  
18 physician to exercise due care on behalf of his or her patients, including the individual Plaintiffs herein.

19 385. Defendants additionally aided and abetted others to interfere with the physician-patient  
20 relationship between Plaintiffs and their contracted medical providers.

21 386. Such interference proximately caused the protections inherent to a physician-patient  
22 relationship to deteriorate, and for the expert determination of the doctor regarding the health of the  
23 patient they are treating to be ignored to the detriment of Plaintiffs.

24 387. Such wrongful actions and conspiracy between Defendants to induce this breach of  
25 relationship are the direct and proximate cause of serious damage to Plaintiffs in that they now face a  
26 termination and/or breach of their contract with SCU for enrollment at SCU for failing to comply with  
27 the Mandate, including additional booster dose requirements, and are being asked to take a medical  
28



1 treatment that their own treating physicians advise against based on particularized treatment and  
2 review of medical history.

3 388. The damage to Plaintiffs is an amount that will be proved at trial but exceeds \$25,000.

4 389. WHEREFORE, Plaintiffs pray for relief as set forth below.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs pray for relief as follows:

7 1. That this Court issue a Temporary Restraining Order, Preliminary Injunction, and a  
8 Permanent Injunction enjoining Defendants and Defendants' officers, agents, employees, attorneys,  
9 and all other persons acting in concert or participation with them from enforcing SCU's Mandate,  
10 including any additional "booster" dose requirements now or in the future, as described herein, or any  
11 other similar policy; and

12 3. That Plaintiffs Glenn and Kosinski be awarded monetary damages for negligence,  
13 intentional infliction of emotional distress, breach of contract and implied covenants of good faith and  
14 fair dealing, and tortious interference with doctor-patient relationship, and conspiracy to induce breach  
15 of contract in an amount to be proven at trial; and

16 4. For an award of punitive damages, as applicable, to deter future reckless conduct by  
17 these Defendants, and

18 5. That this Court declare Plaintiffs are a prevailing party and award Plaintiffs the  
19 reasonable costs and expenses of this action, including reasonable attorney's fees as allowed by law  
20 and/or contract; and

21 ///

22 ///

23 ///

24 ///

25 ///

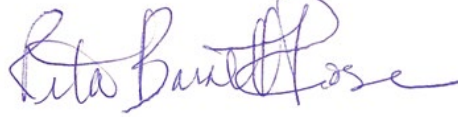
26 ///

27 ///

1           6.       That this Court grant such other and further relief as this Court deems equitable and  
2 just under the circumstances.

3                               Respectfully submitted,

4                               FACTS LAW TRUTH JUSTICE, LLP

5 

6 Dated: June 24, 2022

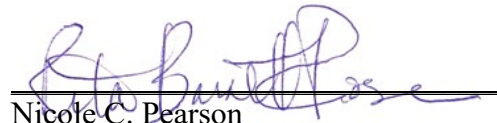
7                               Nicole C. Pearson  
8                               Rita Barnett-Rose  
9                               Jessica R. Barsotti  
10                              Attorney for Plaintiffs

11                              **DEMAND FOR JURY TRIAL**

12                      Plaintiffs request a jury trial on matters that may be so tried.

13                              Respectfully submitted,

14                              FACTS LAW TRUTH JUSTICE, LLP

15 

16 Dated: June 24, 2022

17                              Nicole C. Pearson  
18                              Rita Barnett-Rose  
19                              Jessica R. Barsotti  
20                              Attorney for Plaintiffs

## **EXHIBIT A**

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----- Original Message -----

On Tuesday, June 7th, 2022 at 6:11 PM, Harlow Glenn <harlowwglenn@gmail.com>  
wrote:

Begin forwarded message:

**From:** Cowell Center <[CowellCenter@scu.edu](mailto:CowellCenter@scu.edu)>  
**Subject:** COVID Vaccine & Booster Requirement  
**Date:** June 2, 2022 at 3:53:27 PM PDT  
**To:** [HGlenn@scu.edu](mailto:HGlenn@scu.edu)

**Student Health Services (SHS)**  
**The Cowell Center**  
**Santa Clara University**  
500 El Camino Real  
Santa Clara, CA 95053-1055  
(408) 554-4501 Phone  
(408) 554-2376 Fax

6/2/2022

---

Glenn, Harlow Wells

Student ID: 001629955

2070 Lorain Rd  
San Marino, CA 91108-2548 USA

San Marino, CA 91108-2548 USA

Dear Harlow Glenn:

**It has come to our attention that you have not uploaded proof of your second dose of your COVID-19 vaccine and booster. We currently only have a record of one dose of the COVID-19 Pfizer vaccine on your file. Please submit your second dose and booster as well as your childhood immunizations.**

All incoming students (undergraduates, graduates, transfers, and re-admits) are required to comply with Santa Clara University Immunization Requirements. It has been determined that your immunization record is **out of compliance** with the university's immunization requirements.

We need proof of vaccination of the following vaccines:

- COVID Vaccine & Booster
- Meningococcal B - required for ON-CAMPUS residents (**ONLY 1 DOSE RECORDED ON STUDENT PATIENT FILE**)
  - Bexsero - 2 doses 6 months apart OR 3 doses in order to be compliant
  - Trumenba - 3 doses in order to be compliant

If you have recently received one dose of a vaccine that requires more than one dose (Ex: Pfizer, Moderna, etc.), please upload proof of your first dose, followed by the second dose once you've received it.

Visit: <https://cowellcenter.scu.edu> My Health Portal to view your immunizations for those that are out of compliance.

Please upload an official record of your immunizations for verification of vaccine received and the date administered for those vaccines that are not compliant. The records can be uploaded under "Medical Clearance".

Thank you in advance for helping to ensure that the SCU student population remains safe. We appreciate your prompt response to this issue.

Sincerely,  
Cowell Health Center

Begin forwarded message:

**From:** Cowell Center <[CowellCenter@scu.edu](mailto:CowellCenter@scu.edu)>

**Subject:** SCU needs your proof of COVID Vaccination and Booster

**Date:** June 3, 2022 at 3:09:27 PM PDT

**To:** [HGlenn@scu.edu](mailto:HGlenn@scu.edu)

**Student Health Services (SHS)**

**The Cowell Center**

**Santa Clara University**

500 El Camino Real

Santa Clara, CA 95053-1055

(408) 554-4501 Phone

(408) 554-2376 Fax

6/3/2022

---

Glenn, Harlow Wells

Student ID: 001629955

2070 Lorain Rd

San Marino, CA 91108-2548 USA

1

San Marino, CA 91108-2548 USA

Dear Harlow Glenn:

All incoming students (undergraduates, graduates, transfers, and re-admits) are required to comply with

Santa Clara University's COVID vaccine and booster requirements. **You are receiving this message because SCU's Cowell Center has not received your proof of vaccine and your proof of booster.** Please follow the directions below for uploading required documents. To avoid being dropped from classes, students must upload vaccination and booster documents by these deadlines:

**Undergraduate Students** June 10, 2022

**Graduate, LAW, JST Students**

LAW June 6, 2022

JST June 7, 2022

CPED, ENGR, GPPM, LSB June 10, 2022

**For students who need to upload [proof of COVID vaccination AND booster](#):** Please upload your official vaccination card into the Cowell portal. Make sure that the image you upload shows the type (Pfizer, Moderna, J&J, etc) and dates on which you received COVID vaccinations. Additionally, make sure the upload shows the type and date of

your **COVID booster**.

**Directions for Uploading Proof of COVID VACCINATION & BOOSTER into SCU's Cowell Center Portal**

Click on this link: <https://www.scu.edu/covid-19-vaccine-faq/#d.en.716169>

Once you have done this, follow the directions shown below.

**How can students upload proof of COVID-19 vaccination?**

- Go to [SCU Portal](#) You will be asked to login into your SCU account.
- Click on **Cowell Center | My Student Health Portal**
- Authenticate your login by entering your date of birth
- Once inside your chart, under the home tab, click on the "Enter My COVID-19 Vaccination Information" tab, upload a copy of your COVID vaccination record and complete the required information. *[Make sure that your vaccination record shows your COVID vaccination dates and type (Pfizer, Moderna, J&J, etc.) as well as your booster date and type.]*
- If you do not see this tab, scroll down to "Medical Clearances" and upload the required information. Be sure to upload a copy of your vaccination card—both side if necessary.

Thank you for promptly uploading your COVID vaccination and booster information. We look forward to seeing on campus soon.

Best wishes,

The Cowell Center Staff

## **EXHIBIT B**





Lyle Kosinski &lt;lylekosinski@gmail.com&gt;

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## Lyle Kosinski's request to transfer credits from SJSU

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**Christopher Kitts** <ckitts@scu.edu>  
To: Lyle Kosinski <lylekosinski@gmail.com>

Tue, Feb 1, 2022 at 3:07 PM

Hi Lyle - sorry, but I don't think the university is going to budge on this issue, nor do I think they'll relax it in the future. I forwarded your previous request to the Dean, but she handed it to another associate dean who was so against it that she is making the "no xfer units once you start the program" an explicitly written policy.

The only think I can think of is to appeal to the Provost's office to say that it hadn't been a written policy in the past and so you feel like you should be grandfathered. in. But even that only makes sense if you never have to register for SCU units again, and my sense is that this isn't true.

CK

On Tue, Feb 1, 2022 at 1:41 PM Lyle Kosinski <lylekosinski@gmail.com> wrote:  
Hello Dr. Kitts,

Just bringing this one back to the top of your inbox.

Thanks,

Lyle

On Tue, Jan 25, 2022 at 11:24 PM Lyle Kosinski <lylekosinski@gmail.com> wrote:  
Hi Dr. Kitts,

Long time no see! I am itching to get back to work (school work) and finish up my masters. I wanted to check back in and see if you were aware of any policy changes on the horizon?

My status:

I have not signed up for any classes at SJSU though I am aware of two students who are still taking classes nonvaccinated under religious exemptions. I qualify for this religious exemption as well so taking classes at SJSU will not be a problem. I am still playing with the idea of taking the controls sequence at SJSU but if I do that and am able to transfer those units over to SCU would there be a way for me to take the capstone credits and ultimately graduate without being vaccinated?

Omicron:

Scores of vaccinated people I know got sick from the latest variant. Logically I am curious if the school is rethinking its vaccination policy on these grounds. I got sick and recovered quick enough as well, so I can probably show an antibody test if that helps my case any.

I guess I am ultimately looking for a general update from your perspective Dr. Kitts. And if you know who I might reach out to other than Lisa Joceqicz to plead my case. I just want to graduate after the years and years of hard work I have put into this program.

Thank you for your time,

Lyle Kosinski

On Fri, Nov 19, 2021 at 1:02 PM Christopher Kitts <ckitts@scu.edu> wrote:  
I would suggest you check with somebody at SJSU about that policy.

To me, it sounds like a vac is absolutely required unless you have an approved exemption. The testing is only for people who have the exemption or perhaps new students who will need to get the vac but maybe have just arrived to the area, or are waiting for the full vax sequence to be completed, etc. That's how I read it - but I absolutely concede that I may be wrong.

On Fri, Nov 19, 2021 at 10:09 AM Lyle Kosinski <lylekosinski@gmail.com> wrote:

Dr. Kitts,

Please feel free to ask me any questions that may help us through this process. Or if you are just curious that is fine too.... XD

At SCU, I was told by faculty that the only exemption for vaccination is medical and the exemption form is very very specific. I inquired with my doctor and a few other people in the medical field my family knows and was not able to achieve the right signatures that would let me continue my studies at SCU under the current regulations. They just can't take the risk of my unvaccinated self infecting the vaccinated students!!! I don't know how that makes any sense.... small rant over.

At SJSU, I asked two current students (one who is not vaccinated and is doing the weekly testing) and they said that they have not heard anything about that option being discontinued for next semester. I was waiting on getting approval from your faculty before calling SJSU and getting enrolled and signed up for classes... but maybe I should just pull the trigger on that to make sure i have a seat for next semester. Perhaps getting the class counted if/when i come back to SCU is another option in addition to us attempting to get permission before i actually take the class.

Here is the link to SJSU's current posted COVID testing rules:

<https://www.sjsu.edu/medical/services/covid-testing.php>

It looks like testing is still an option from what i can see.

Thank you,

Lyle Kosinski

On Fri, Nov 19, 2021 at 7:56 AM Christopher Kitts <ckitts@scu.edu> wrote:

So, did you apply for an exemption? If you'd rather not answer questions like these, just tell me. I'm asking just to try to figure out difference in policies.  
thanks

On Thu, Nov 18, 2021 at 11:29 PM Lyle Kosinski <lylekosinski@gmail.com> wrote:

Dr Kitts,

Thanks for helping me out. Really appreciate it. I asked a few current students at SJSU that I know and they said they had not heard of the testing option going away next semester. I will inquire further and let you know what I find out.

Thank you,

Lyle Kosinski

On Thu, Nov 18, 2021 at 12:02 PM Christopher Kitts <ckitts@scu.edu> wrote:

Lots of heated discussion but no decision yet.... I'm pressing hard.

That said, one of the staff members here just said that SJSU will be requiring vaccinations... that the test option is being discontinued. Do you know if that's a true statement or not?

CK

On Wed, Nov 17, 2021 at 9:28 PM Lyle Kosinski <lylekosinski@gmail.com> wrote:

Dr. Kitts,

Hope all is well. Just wanted to check in and see if there was any traction on this request. I will need to sign up for classes at SJSU fairly quickly to get something going for Spring semester.

Thanks for your time!

Lyle Kosinski

On Wed, Nov 3, 2021 at 11:04 PM Lyle Kosinski <lylekosinski@gmail.com> wrote:  
Dr. Kits,

I am writing this email to formally request permission from the department to take ME 282 Nonlinear and Adaptive Controls at SJSU and count it towards my Masters in Mechatronics and Robotics Systems at SCU. The details and special circumstances for the request are in the attached letter.

Thank you very much for your consideration,

Lyle Kosinski

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=====  
Christopher A. Kitts, PhD  
William and Janice Terry Professor  
Director, Robotic Systems Laboratory  
Associate Dean of Research and Interdisciplinary Programs and Initiatives, School of Engineering  
Faculty Director, Ciocca Center for Innovation and Entrepreneurship  
Office: SCDI 3311G; RSL Locations: SCDI 1205 & Garage  
Santa Clara University; ckitts @ [scu.edu](mailto:ckitts@scu.edu); <http://rsl.engr.scu.edu>

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Office: SCDI 3311G; RSL Locations: SCDI 1205 & Garage  
Santa Clara University; ckitts @ [scu.edu](mailto:ckitts@scu.edu); <http://rsl.engr.scu.edu>

## **EXHIBIT C**



Lyle Kosinski &lt;lkosinski@scu.edu&gt;

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## Medical Exemption Request Status

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**Heather Dumas-Dyer** <hdumasdyer@scu.edu>

Fri, May 20, 2022 at 9:25 PM

To: Lyle Kosinski &lt;lkosinski@scu.edu&gt;

Cc: Katie Holscher &lt;kholscher@scu.edu&gt;, Lewis Osofsky &lt;lososky@scu.edu&gt;, kate@fltjllp.com

Greetings Lyle,

Your request has been denied and we will not be reaching out to the doctor.

Take care,

Heather

On Tue, May 17, 2022 at 10:57 PM Lyle Kosinski &lt;lkosinski@scu.edu&gt; wrote:

Katie Holscher,

If the university has any questions in regards to my medical exemption, I was advised to have the university reach out to Dr. Huang directly. Dr. Huang's contact information is listed on the medical exemption, here it is again below for convenience.

Michael J Huang, MD, Inc  
1301 Secret Ravine Parkway, Suite 240  
Roseville CA 95661  
Phone: 916-472-6454

I can help coordinate a meeting if that is necessary, though it might be more convenient to have you reach out to Dr. Huang directly.

-Lyle Kosinski

On Tue, May 17, 2022 at 3:14 PM Katie Holscher &lt;kholscher@scu.edu&gt; wrote:

Hello Lyle,

We have reviewed your submitted exemption request. At this time there is not sufficient information provided in order to grant you a medical exemption from the Covid Vaccines and Booster. Your request has been denied. In order to lift the hold from your registration you will need to be compliant with Santa Clara University's immunization requirements.

Thank you,

**Katie Holscher** She/Her

ADMINISTRATIVE ASSOCIATE

THE COWELL CENTER

SANTA CLARA UNIVERSITY

MAIN: (408)554-4501

DIRECT: (408)551-6026

[WWW.SCU.EDU/COWELL](http://WWW.SCU.EDU/COWELL)

5/23/22, 5:21 PM

Santa Clara University Mail - Medical Exemption Request Status

| |

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Heather Dumas-Dyer  
Interim Director of Health and Counseling  
Santa Clara University  
[hdumasdyer@scu.edu](mailto:hdumasdyer@scu.edu)  
408-554-4501

## **EXHIBIT D**



Lyle Kosinski &lt;lkosinski@scu.edu&gt;

## Medical Exemption Request Status

**Lewis Osofsky** <lososky@scu.edu>  
To: Lyle Kosinski <lkosinski@scu.edu>

Fri, Jun 3, 2022 at 8:07 AM

I sent you an email on May 25 2022 requesting more information prior to speaking with Dr Huang. I will type out the request again. I should add that in one week I will be off for the summer. You need to follow through, or wait until mid August..

Please answer the following questions.

- 1) I see that you live locally, but you traveled about 140 miles to see Dr. Huang. With many competent physicians locally, I am curious why you needed to travel so far.
- 2) How did you find Dr Huang?
- 3) How many person-to person visits did you have with Dr. Huang?
- 4) What is your understanding of the medical condition that would exempt you from the covid 19 vaccines?
- 5) Have you had the covid 19 illness?
- 6) Have you received any covid vaccines?

Please respond so I will have a background once I speak with Dr. Huang

Lewis A Osofsky, MD  
Campus Physician

On Thu, Jun 2, 2022 at 8:49 PM Lyle Kosinski <lkosinski@scu.edu> wrote:  
Heather,

What are the next steps for me regarding this request?

Thanks you,

Lyle

On Mon, May 23, 2022 at 5:57 PM Lyle Kosinski <lkosinski@scu.edu> wrote:  
Heather,

On what grounds is my medical exemption being denied? I have been attending SCU since 2017 pursuing a Masters Degree in Mechatronics. I have completed 13 of the 18 classes required for the program and am now being given no way to complete the program. If SCU's statement is that my medical exemption does not include sufficient information, then the school needs to communicate with me or with my doctor to determine what information is lacking to determine if I qualify for the waiver.

-Lyle

On Fri, May 20, 2022 at 9:25 PM Heather Dumas-Dyer <hdumasdyer@scu.edu> wrote:  
Greetings Lyle,  
Your request has been denied and we will not be reaching out to the doctor.

Take care,  
Heather

On Tue, May 17, 2022 at 10:57 PM Lyle Kosinski <lkosinski@scu.edu> wrote:  
Katie Holscher,

If the university has any questions in regards to my medical exemption, I was advised to have the university reach out to Dr. Huang directly. Dr. Huang's contact information is listed on the medical exemption, here it is again below for convenience.

Michael J Huang, MD, Inc  
1301 Secret Ravine Parkway, Suite 240  
Roseville CA 95661



Phone: 916-472-6454

I can help coordinate a meeting if that is necessary, though it might be more convenient to have you reach out to Dr. Huang directly.

-Lyle Kosinski

On Tue, May 17, 2022 at 3:14 PM Katie Holscher <[kholscher@scu.edu](mailto:kholscher@scu.edu)> wrote:

Hello Lyle,

We have reviewed your submitted exemption request. At this time there is not sufficient information provided in order to grant you a medical exemption from the Covid Vaccines and Booster. Your request has been denied. In order to lift the hold from your registration you will need to be compliant with Santa Clara University's immunization requirements.

Thank you,

**Katie Holscher** She/Her

ADMINISTRATIVE ASSOCIATE

THE COWELL CENTER

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MAIN: (408)554-4501

DIRECT: (408)551-6026

[WWW.SCU.EDU/COWELL](http://WWW.SCU.EDU/COWELL)

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Heather Dumas-Dyer  
Interim Director of Health and Counseling  
Santa Clara University  
[hdumasdyer@scu.edu](mailto:hdumasdyer@scu.edu)  
408-554-4501

--

Dr. Lewis A. Osofsky, M.D.  
Santa Clara University  
Campus Physician  
The Cowell Center  
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[500 El Camino Real](#)  
[Santa Clara, California 95053](#)  
408-554-4501 FAX: 408-554-2376  
[losofsky@scu.edu](mailto:losofsky@scu.edu)

## **EXHIBIT E**



# 2021–22

Student Handbook

SANTA CLARA UNIVERSITY





## STATEMENT OF STUDENT RESPONSIBILITY

You and the University share the responsibility for your education. In keeping with this commitment, the University has developed a Student Conduct Code and related standards, policies, and procedures to guarantee each student's freedom to learn and to protect the fundamental rights of others. The concept of rights and freedoms carries with it corresponding responsibilities for which students are accountable. It is the responsibility of all students, undergraduate and graduate, those living on campus and off campus, to know and abide by the standards, policies, and procedures that govern their conduct as members of the University community.

## WEBSITE INFORMATION AND PRODUCTION STATEMENT

This handbook is published by the Office of Student Life and is intended to be used in conjunction with the Undergraduate Bulletin. For the most up-to-date version of the handbook, refer to the following web address: <https://www.scu.edu/osl/policies-and-protocols/>.





# WELCOME

Dear Student,

Welcome to the new academic year at Santa Clara University! We begin our year with renewed hope and refreshed minds and hearts, while we continue to carefully navigate the persistent presence of COVID-19. Now more than ever, our Jesuit tradition guides us in our educational endeavors with strength and wisdom in a challenging environment.

Founded in 1851 and rooted in the Jesuit Catholic tradition, Santa Clara has excelled at educating the whole person in mind, body, and spirit. Here you will learn the knowledge and skills to act effectively. You will develop your ability to reason with ethical conviction and grow in solidarity with those on the margins of society. You will expand your imagination and enlarge your heart. Along the way, you will form friendships that will last a lifetime.

Our outstanding faculty and staff will help you to learn, live, and thrive at Santa Clara and beyond. Here you will examine social challenges of the day — such as the recent calls for greater racial justice — and learn to advocate for lasting solutions. You will have opportunities to deepen your understanding of your spiritual life, regardless of your faith tradition. You will encounter people different from you and expand your horizons. At the end of your academic career at Santa Clara, you will be ready to lead and serve in your community.



So, study hard. Get involved. Meet people different from you. Try something new. Serve those in need. Engage thoughtfully and respectfully in conversations that really matter. Practice now how you will live your life to make the world a more, just, gentle, and sustainable place for all.

Consider this handbook as a guide for living responsibly as a member of our community. Read it carefully and it will serve you well.

Go Broncos!

Lisa A. Kloppenberg,  
Acting President

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# COMMUNITY STANDARDS

## Introduction

Welcome to Santa Clara University. Santa Clara's distinctive tradition expects from each of its community members an uncompromising commitment to excellence and to social responsibility that seeks to fashion a more humane and just society. Competence, conscience, and compassion are the cornerstones of our community values. To achieve our common goals, we must create a community environment that is shaped by its expressed values. The Student Handbook seeks to reflect the values of the community and unite them into a usable guide.

The Santa Clara University community includes students, faculty, staff, parents, alumni, neighbors, guests, and friends of the University. As a community, enriched persons of diverse backgrounds, we respect differences, encourage open dialogue, and commit to caring for all members of the community. Every member of the community serves as a representative to other members of our community, both on and off campus. Members of this community freely affiliate with the University and should be prepared to contribute to and abide by the standards set forth in this handbook.

Santa Clara University believes that the life of the University rests in the hands of each and every community member. Sharing this responsibility should lead all community members to make the most of their talents, to be sensitive to one another and work together, and to seek justice within and beyond the Santa Clara University community.

All community members are called upon to promote actions and behaviors that are consistent with the values of Santa Clara University and to confront, challenge, and respond to actions that are inconsistent with the established standards. This Student Handbook has been designed to frame your role within the Santa Clara University community. Every attempt has been made to provide a clear explanation of the standards, policies, and procedures that reflect the type of community that you are joining. Familiarizing yourself with the contents of this handbook is an investment of time that you will not regret.

## Statement of Community Values

The Santa Clara University community is dedicated to the promotion of values consistent with academic and personal excellence. Choosing to join this community evidences your acceptance of these values.

As a member of this community, I will practice personal and academic integrity.

Living this value looks like:

- Being a “person of conscience,” a person who acts ethically, whose decisions reflect moral sensitivity, judgment, commitment, and courage
- Showing consistency in my beliefs, my words, and my actions personally and professionally
- Being honest, responsible, and accountable in my scholarly activities, making course work my top priority, and taking credit only for my own work
- Accepting responsibility for my own actions and holding others accountable for their actions

Living this value is inconsistent with:

- Failing to take responsibility for my behavior
- Engaging in dishonest behavior such as cheating or falsifying information
- Tampering with data systems or computer networks

As a member of this community, I will respect and care for myself, others, and their property.

Living this value looks like:

- Maintaining my health in mind, body, spirit, and soul
- Treating other people and the environment with dignity, as I expect to be treated
- Being a “person of compassion,” who stands with others in their need and takes action to help build a more just and humane world
- Recognizing and actively protecting the property rights of others in my apartment, neighborhood, residence hall, on campus, and in the surrounding community

Living this value is inconsistent with:

- Behaving in ways that cause others emotional distress, threaten or discourage the freedom, personal safety, and respect that all individuals deserve
- Hurting myself and others through the use or distribution of drugs or alcohol
- Creating a dangerous environment by tampering with safety equipment or smoke detectors

As a member of this community, I will value diversity and learn from diverse people, ideas, and situations.

Living this value looks like:

- Understanding that differences in gender, socioeconomic status, ethnic background, race, culture, religion, sexuality, physical abilities, and other differences are rich opportunities for learning about other people, the world, and myself
- Working to understand and overcome personal, institutional, and societal biases, injustices, prejudices, and stereotyping
- Being fair, assigning benefits and burdens to people according to consistent, equitable, and just criteria

Living this value is inconsistent with:

- Harassing or threatening other members of the community
- Using degrading language toward any person or toward members of a specific group
- Arguing or hampering my community's right to the communication of ideas and ideals just because they don't represent my own
- Validating unequal behavior toward a person because of gender, socioeconomic status, ethnic background, race, culture, religion, sexuality, physical abilities, and/or other differences

As a member of this community, I will seek, share, and contribute to the common good.

Living this value looks like:

- Basing my actions on the belief that my own good is inextricably bound to the good of the whole community
- Contributing my talents and participating fully in the life and events of the community
- Engaging in the open dialogue and deep communication necessary to create a real rather than a “pretend” community
- Showing careful stewardship of common space, property, and equipment

Living this value is inconsistent with:

- Not conveying a respect and responsibility for my University community
- Resisting learning about the perspectives shared by other community members
- Engaging in selfish or inconsiderate behavior

As a member of this community, I will be a leader-in-service to the campus and greater community beyond campus.

Living this value looks like:

- Seeking to understand not only “what is” but “what should be” and working actively to bring that about
- Making no decision without considering its effects on people who are poor, in need, and with the fewest resources
- Consistently role-modeling behavior reflective of the three Cs (Competence, Conscience, and Compassion)

Living this value is inconsistent with:

- Not valuing the efforts of community service activities
- Perceiving leadership as someone else’s responsibility to the campus and outside community

## Statement of Responsibilities and Standards of Conduct

A goal of Santa Clara University is to provide students with a general education so that they will acquire knowledge, skills, and wisdom to deal with and contribute to contemporary society in constructive ways. As an institution of higher education rooted in the Jesuit tradition, the University is committed to creating and sustaining an environment that facilitates not only academic development, but also the personal and spiritual development of its members.

This commitment of the University encourages the greatest possible degree of freedom for individual choice and expression with the expectation that individual members of the community will:

- Be honest
- Demonstrate respect for oneself
- Demonstrate respect for others and property
- Demonstrate respect for the law and University standards, policies, and procedures, their administration, and the process for changing them

In keeping with this commitment, this Statement of Responsibilities and Standards of Conduct and related policies and procedures have been formulated to guarantee each student's freedom to learn and to protect the fundamental rights of others. The University administration has established standards, policies, and procedures that are necessary to achieve its objectives as a Catholic, Jesuit university. These standards, policies, and procedures are inclusive of the laws of the nation, the state of California, and the local community.

All members of the Santa Clara University community are expected to conduct themselves in a manner that is consistent with the goals of the institution and demonstrate respect for self, others, and their property. Students living off campus are members of this community and, as such, are representatives of the University to the community-at-large. In this regard, students living off campus maintain an equal measure of accountability to the values and expectations of all members of this community as identified in the Student Conduct Code.

Whether living in or traversing through the neighborhood, or parking in the streets, students are expected to adhere to the same high standards of conduct and behavior that are consistent with the students' developing role as responsible and accountable citizens and reflect well upon the Santa Clara University community.

## Student Conduct Code

All members of the University community have a strong responsibility to protect and maintain an academic climate in which the fundamental freedom to learn can be enjoyed by all and where the rights and well-being of all members of the community are protected. To this end, certain basic regulations and policies have been developed to govern the conduct of all students as members of the University community.

The University reserves the right to review student conduct that occurs on and off campus when such behavior is inconsistent with these expectations and the Student Conduct Code. In addition, students are responsible for the actions of their guests and will be held accountable for any violations of University standards, policies, and procedures by a guest. Students should accompany their guests while on campus. If necessary, the University reserves the right to limit the guest privileges of a student.

The following acts may subject students to disciplinary action:

1. Engaging in any form of academic dishonesty such as plagiarism (i.e., representing the work or ideas of others as one's own without giving proper acknowledgment), cheating (e.g., copying the work of another person, falsifying laboratory data, sabotaging the work of others), and other acts generally understood to be dishonest by faculty or students in an academic context. (Law students, refer to School of Law code.)
2. Illegal use, possession, or distribution of drugs. The use or possession of equipment, products, or materials that are used or intended for use in manufacturing, growing, using, or distributing any drug or controlled substance. Possessing, concealing, storing, carrying, or using any drug paraphernalia as defined in California Health and Safety Code §11364.5, including, but not limited to, objects intended for use, or designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, or hashish oil into the human body.
3. Falsification or misuse, including non-authentic, altered, or fraudulent misuse, of University records, permits, documents, communication equipment, or identification cards and government-issued documents
4. Knowingly furnishing false or incomplete information to the University, a University official, or conduct hearing board in response to an authorized request
5. Disorderly, lewd, indecent, or obscene conduct; excessive or prolonged noise; behavior that interferes with the orderly functioning of the University, or interferes with an individual's pursuit of an education on University-owned or controlled property or during an authorized University class, field trip, seminar, competition or other meeting, or University-related activity
6. Detention, physical abuse, or conduct that threatens imminent bodily harm or endangers the physical well-being of any person, including harm to self

7. Nonconsensual physical contact of a sexual nature such as sexual misconduct, sexual assault, and rape
8. Destruction, damage, or misuse of University property or the property of any other person or group
9. Theft or conversion of University property or the property of any other person or group
10. Hazing, harassing, stalking, threatening, bullying, degrading language or actions, or any practice by a group or individual that degrades a student or employee, endangers health, jeopardizes personal safety, or interferes with an employee's duties or with a student's class attendance or a person's educational pursuits
11. Engaging in single or multiple acts – verbal, written, or physical—in violation of the Student Conduct Code motivated in whole or in part by a person or group's actual or perceived race, color, national origin, ancestry, sex, sexual orientation, age, religious creed, physical, or mental disability, medical condition, as defined by California law, marital status, citizenship status, gender identity, gender expression, genetic information, military or veteran status, or other status protected by law, and which has the purpose or effect of unreasonably and substantially interfering with an individual's or group's safety or security, or which creates an intimidating, hostile, and objectively offensive educational, living or working environment. Bias-related conduct in violation of the Student Conduct Code on the basis of actual or perceived religious faith and political affiliation/orientation is also prohibited.
12. Making a video recording, audio recording, or streaming audio/video of private, non-public conversations and/or meetings, inclusive of the classroom setting, without the knowledge and consent of all recorded parties<sup>1</sup>
13. Intentional obstruction or disruption of teaching, research, administration, disciplinary procedures, or other University activities; or obstruction or disruption that interferes with the freedom of movement, both pedestrian and vehicular

<sup>1</sup>*The recording of classroom lectures, discussions, simulations, and other course-related activity is governed by this University recording policy, which balances the legitimate needs of students with disabilities that require the accommodation, the intellectual property concerns of its instructors, and the privacy of its students. In some instances, federal law may permit students with documented disabilities to record classroom activity. The Office of Accessible Education determines if classroom recording is an appropriate academic adjustment, auxiliary aid, and/or service with respect to each individual student's documentation.*



14. Possessing, concealing, storing, carrying, or using any real or simulated weapons (including toy guns). The definition of weapons includes, but is not limited to, firearms (including BB/pellet, Airsoft, and paintball guns—regardless of whether they are disassembled), knives (switchblade, double-edged, hunting-style [fixed-blade] of any length, throwing, folding [pocket-style with a blade that locks into place], and knives with blades of 2.5 inches in length or greater), explosives (including, though not limited to, fireworks and firecrackers), ammunition, dangerous chemicals, or any other dangerous weapons or instruments, or chemicals as defined by, though not limited to, California State Law except if expressly authorized by University policy or procedure (see “Housing and Residence Life Policies” for information that pertains to Residence Life).
15. Unauthorized entry into, or use or defacement of University facilities, including residence halls and other buildings and grounds, including unauthorized entry into, or presence in or on a University building; unauthorized erection, or use on University property of any structures including specifically, but not limited to tents, huts, gazebos, shelters, platforms, and public address systems; or unauthorized use of University property for dances, concerts, assemblies, meetings, sleeping, cooking, or eating if said activity interferes with the operation of the University or surrounding community
16. Publication, posting, or distribution through the use of University resources (e.g., computer networks, telephone lines, email services, Internet connections), or at authorized University activities of material that violates the law of libel, obscenity, postal regulations, the fair use of copyrighted materials, or any law or statute or University policy
17. Failure to comply with a reasonable request or order of a University executive or other authorized official(s) inclusive of compliance on and off campus with local, county, state, and federal COVID-19 health orders; refusal or failure to leave such premises because of conduct prescribed by this code when such conduct constitutes violations of this code or a danger to personal safety, property, or educational or other appropriate University activities on such premises; or refusal or failure to identify oneself when requested by a University official provided the official is identified and indicates legitimate reason for the request
18. Possession, consumption, sale, or action under the influence of alcoholic beverages by persons under the age of 21; furnishing alcoholic beverages to persons under the age of 21; consumption of alcoholic beverages in a public place (all areas other than individual residences, private offices, and scheduled private functions); excessive and inappropriate use of alcoholic beverages. (See also “Alcohol and Marijuana Policies Within University Housing” on page 81.)

19. Engaging in acts or deeds that may violate existing federal, state, county, or municipal laws or ordinances that materially or adversely affect the individual's suitability as a member of the Santa Clara University community.
20. Tampering with, removing, damaging, or destroying fire extinguishers, fire alarm boxes, smoke or heat detectors, emergency call boxes, and other safety equipment anywhere on University property; creating a fire, safety, or health hazard; or failure to respond to fire alarms, evacuate buildings during alarm activation, or respond to the directions of emergency personnel
21. Any behavior that disrupts or causes disruption of computer services; damages, alters, or destroys data or records; adversely affects computer software, programs, systems, or networks; or uses data, computer systems, or networks to devise or execute any scheme to defraud, deceive, extort, or wrongfully obtain money, property, or data

*Students who are alleged to have violated the Student Conduct Code may be subject to disciplinary action and, if applicable, may also be subject to criminal prosecution. A reported violation involving alcoholic beverages, marijuana, other drugs, and related equipment or paraphernalia, or weapons (real or simulated) will result in those items being confiscated and disposed of (when appropriate) by a responding University official.*



# UNIVERSITY STANDARDS, POLICIES, AND PROCEDURES

*The following standards, policies, and procedures are designed to foster a climate in which students can succeed during their time at the University. All students are expected to familiarize themselves with these standards, policies, and procedures and adhere to them.*

## Academic Integrity

Both the Undergraduate Bulletin and the Student Handbook outline the University's expectations that all members of the University community are expected to be honest in their academic endeavors. Engaging in any form of academic dishonesty or other acts generally understood to be dishonest by faculty or students in an academic context subjects a student to academic and disciplinary action. For more about Academic Integrity, go to <https://www.scu.edu/academic-integrity/>

Santa Clara University Students affirm the following commitment to academic integrity:

*"I am committed to being a person of integrity. I pledge, as a member of the Santa Clara University community, to abide by and uphold the standards of academic integrity contained in the Student Conduct Code."*

## ACCESS Credential Policy

### Credential Use

The ACCESS Credential serves as Santa Clara University's multipurpose photo identification card credential which enables library circulation, facility access, and cashless purchasing. The credential, related accounts, and access privileges are nontransferable. The individual identified by the credential is responsible for all usage of his or her credential and is the only one authorized to present the card for services, access, or purchases. A student using a credential that does not belong to him or her may have that credential confiscated and may be referred to the Office of Student Life for disciplinary action.

## Lost/Stolen Credentials and Replacement Fees

The credential holder is responsible for suspending any lost or stolen ACCESS credential immediately. The loss may be reported to the ACCESS Office during business hours. After hours, students can suspend their credentials by contacting Campus Safety Services at 408-554-4441 or by visiting the Online ACCESS Office. The credential holder is responsible for all credential usage prior to the request for credential suspension. If the suspension request is reported within 48 hours of the loss of the credential, the credential owner's liability does not exceed \$50 in unauthorized charges. If the suspension request is not made within 60 business days of the loss, the credential owner's liability for unauthorized charges may be limited only to funds available on account. Damaged or defaced ACCESS credentials are no longer valid and must be replaced. A \$20 fee is charged to replace a lost, stolen, or damaged credential.

## ACCESS Credential Accounts

The credential owner agrees to be bound by all account terms and conditions set forth in the ACCESS Agreement. Except for a \$48 printing credit, all ACCESS accounts are debit accounts, not credit accounts, and must maintain deposits sufficient to cover the cost of purchases. The card owner may review recent charges made to his or her account online at the Online ACCESS Office and may request written statements of detailed account activity through the ACCESS Office.

## Closing Accounts, Refunds, and Returns

Resident Dining meal plans are nonrefundable and expire at the end of each academic term, the housing contract date, or withdrawal from Santa Clara University. Dining Plus plans are nonrefundable and expire at graduation or separation from the University.

Any returned purchase originally made on an ACCESS account must be credited back to that account. There are no cash refunds or withdrawals from an active ACCESS credential account. The card owner is charged \$25 for any check submitted to the ACCESS Office that is subsequently returned by the bank. An ACCESS credential may be suspended until the returned check is cleared. A deficit balance created by an unresolved or returned check may be charged to a credential owner's University Bursar Account.

## Account Error Resolution

If an error is noticed on an ACCESS receipt or statement, the credential owner should contact the ACCESS Office no later than 60 days after the error appears. If the report is made orally, a written confirmation may be required within 10 days. Investigation results should be available within 10 days of notification; if more time is needed, an investigation may take up to 45 days. If no error is found, a written explanation is provided within three business days after the close of the investigation. The credential owner may request copies of the documents used in the investigation.

## Office of Accessible Education

Santa Clara University seeks to respect each person's dignity and desire for personal growth and accomplishment, and is committed to ensuring that enrolled students with disabilities be given equal opportunity for full participation in all programs without discrimination based on disability. The University will make every reasonable effort to remove existing barriers, whether physical, programmatic, or attitudinal, and to ensure that new barriers are not erected. Santa Clara University is committed to providing access for qualified students with disabilities to University programs. This policy is in line with the University's nondiscrimination policy, which applies to all qualified participants with disabilities in employment, access to facilities, student programs, activities, and services.

## Resources

The Office of Accessible Education has been designated by the University to ensure access for all qualified students with disabilities to all academic programs and University resources. This goal is met through the provision of academic accommodations, support services, self-advocacy skill training, and disability-related educational programming for the University community. The Office of Accessible Education is located in Benson Center, Lower Level, Room 1. The Office of Accessible Education is open Monday through Friday from 8 a.m. to 5 p.m.

## Alcoholic Beverage Policy

The Alcoholic Beverage Policy of Santa Clara University is based on the central and fundamental educational focus of the University of creating an environment that fosters learning. The University believes in personal responsibility, moral growth and development, awareness of communal consequences of personal choices, obligation of citizenship, and responsible

decision making. The University strives to build a community that is welcoming, hospitable, fair, inclusive, rooted in mutual understanding and appreciation, and respectful of diverse perspectives, traditions, and practices. Therefore, it is critical that the members of the University community be committed to the physical and emotional health and well-being of those who work, study, or congregate at the University. The policy serves as a guide and applies to all members of the campus community including students, parents, staff, faculty, alumni, and guests of the University.

The Alcoholic Beverage Policy is set in the context of the legal requirements governing the sale, consumption, and distribution of alcoholic beverages and in the context of community expectations for, not only upholding the laws, but also sharing responsibility for the safety and welfare of other members of the community. The University will not tolerate disregard for the law, or behaviors and practices that counter the education of the whole person, compromise rigorous and imaginative scholarship, inhibit moral and spiritual development, and constrain the University's fundamental values. Consequently, the University does not condone underage drinking and considers intoxication, disorderliness, or offensive behavior deriving from the use of alcoholic beverages to be unacceptable, regardless of a person's age, or on-campus or off-campus status.

To cultivate a campus environment consistent with the stated goals and purposes of an educational institution, the University has adopted the following policies and procedures for the use of alcoholic beverages.

1. The service and consumption of alcoholic beverages on the University campus and at University-sponsored events off campus shall be done in compliance with applicable municipal, state, and federal laws and regulations, and in accordance with University policies and procedures. All persons on the University campus or at any University-sponsored event off campus where alcoholic beverages are being served or consumed are expected to abide by and respect all such laws, regulations, policies, and procedures. (See the following section for a partial listing of laws.)
2. Alcoholic beverages at events held on campus shall be supplied and sold only by the University food service provider or another designated, licensed agent of the University, except in situations covered by No. 5 of this policy. No other individual person or private party shall supply or sell alcoholic beverages at on-campus events or hold the license for the sale of alcoholic beverages on campus.
3. Alcoholic beverages shall not be served or consumed in public areas of the University except at authorized University events. Public areas include all

indoor and outdoor spaces on the campus except individual residences and private departmental work areas and offices.

4. Alcoholic beverages shall not be served or consumed at any University-sponsored club sport athletic event or recreational sports activity.
5. The sponsorship of events by alcoholic beverage companies or distributors is limited to cash donations, donated products (other than those that directly promote or advertise alcoholic beverages) in support of fundraising or other special events as approved by the appropriate vice president, vice provost, or dean; and materials for University educational programs. The use of donated products for events that are held in Benson Memorial Center must also be approved by the University liaison to the food service contractor.
6. Alcoholic beverages may be served at on-campus events sponsored by University-affiliated student organizations whose membership is predominantly 21 years of age or older and/or at on-campus events specifically for the senior class, provided that University operating funds are not used to purchase the alcohol for the event.
7. The service of alcoholic beverages at all events on campus shall be in accordance with the Event Management Plan for Events with Alcohol, which should be submitted and approved by the Vice Provost for Student Life or designee.
8. For student organization-sponsored events off campus that include the service of alcoholic beverages, and that require University approval of the contract or agreement with the off-campus facility, an Addendum to Agreement must be signed by the service provider and received by the Vice Provost for Student Life or designee. (Copies of this addendum are available in the Center for Student Involvement.)

## **Responsible Hosting of Events Where Alcohol Is Served**

The event manager for events where alcoholic beverages are served is responsible for implementing the following practices:

1. A University-affiliated student organization must identify an event manager responsible for planning and managing the event. The event manager must be present throughout the entire event and must remain alcohol-free prior to, and during the event. The event manager, hosting student organizations advisor, and the manager of the facility or his/her designee will work together to ensure that all University event planning requirements are met.
2. The event manager must complete the Event Management Plan for Events with Alcohol and obtain all required signatures prior to the event.



3. An appropriate crowd management and security plan shall be developed for the event to monitor excessive drinking, control disorderly behavior.
4. The location used for the event should have controllable points of entry and exit.
5. Alcoholic beverages should not be the primary focus of an event (e.g., progressive drinking party, kegger, or happy hour). Alcoholic beverages shall not be used as an inducement to participate in an event.
6. Promotions for the event shall not portray symbols of alcoholic beverage consumption (e.g., foaming mugs, cans, glasses, or kegs), shall not include any form of abusive consumption (e.g., drinking contests or competitions), and shall not emphasize frequency or quantity of alcoholic beverage consumption.
7. Promotions for the event should state that “identification will be required.”

## Partial Listing of Laws

### **California State Laws on Alcohol**

1. It is a crime to sell, furnish, or give alcoholic beverages to a person under the age of 21, or to any obviously intoxicated person.
2. It is a crime for a person under the age of 21 to purchase or possess alcoholic beverages.
3. It is a crime to sell alcohol without a valid liquor license or permit.
4. It is a crime for any person to drink while driving, to have an open container of alcohol in a moving vehicle, or to drive under the influence of alcohol.
5. It is a crime to be intoxicated in a public place.
6. Intoxication is presumed at blood levels of 0.08 percent or higher, and may be found with blood alcohol levels from 0.05 percent to 0.08 percent.

### **Penalties for Drunk Driving Offenses**

1. First offense: required attendance at an alcohol/drug program, fines of up to \$1,000, up to six months in jail, and driver's license suspension up to six months.
2. Second offense: fines up to \$1,000, imprisonment up to one year, driver's license suspension up to 18 months, and/or a required drug/alcohol program of up to 30 months.

3. Third offense: similar sanctions to Nos. 1 and 2 above plus revocation of driver's license.
4. Fourth offense: revocation of driver's license; one year in a state prison or county jail.
5. Refusal to submit to a blood alcohol content test: driving privileges are suspended for one year, for two years if there is a prior offense within seven years, and for three years if there are three or more offenses within seven years.
6. Drivers under the age of 21 found with any measurable amount of blood alcohol will have their driver's license suspended for one year. If the driver does not have a license, there will be a one-year delay in obtaining one.

### **University Student Disciplinary Actions**

See "Minimum Student Conduct Hearing Outcomes for Alcohol, Marijuana, and Other Drug Violations" on pages 105–114.

### **Medical Amnesty and Good Samaritan Statement**

Santa Clara University encourages students to offer help and assistance to other students in need, both on and off campus. Sometimes students are hesitant to offer assistance to other students because they fear that they may be charged with policy violations, or that the student needing medical attention may receive disciplinary sanctions. For example, an underage student who has been drinking might, for someone who may be suffering from alcohol intoxication and/or alcohol poisoning, hesitate to seek help from Campus Safety, Emergency Medical Services (EMS), or a Community Facilitator (CF).

The *Medical Amnesty* statement allows the reduction of disciplinary consequences for students who receive medical attention due to alcohol intoxication and/or alcohol poisoning. This statement applies to violations that occur on and off campus, and will require documentation by Campus Safety, EMS, law enforcement, and/or emergency personnel.

The *Good Samaritan* statement allows the elimination of disciplinary consequences for a student(s) who may be under the influence of alcohol and who make(s) a good-faith call for medical help on the behalf of a fellow student. This statement applies to violations that occur on and off campus and will require documentation by Campus Safety, EMS, law enforcement, and/or emergency personnel. The Good Samaritan statement is not limited to alcohol-related incidents and also encourages witnesses of assault, vandalism, and other violations of the Student Conduct Code to report such events.

### Person in need of medical attention (Medical Amnesty):

A student requiring medical attention due to alcohol intoxication and/or alcohol poisoning will receive reduced educational sanctions, instead of the minimum standard of disciplinary action.

- If the student does not complete the educational sanction, which could include a one-on-one alcohol education program (e.g., BASICS), the student will be in violation of the Student Conduct Code.
- Medical Amnesty only applies to a student's first alcohol policy violation that requires medical attention, regardless of how the response was initiated.
- Medical Amnesty does not apply to other violations of the Student Conduct Code.

### Calling on behalf of someone else (Good Samaritan):

Good Samaritan may apply to up to two people who are calling for assistance and/or providing support or assistance to a student requiring medical attention. The Good Samaritan(s) will need to be present when help arrives and will be required to provide his/her/their contact information to the responding agency (i.e., Campus Safety, EMS, law enforcement, and/or emergency personnel) to be included with their incident report. The Good Samaritan(s) will not face disciplinary consequences as long as no other violations of the Student Conduct Code have occurred.

This Medical Amnesty statement only applies to the University response to a student who receives medical attention due to alcohol intoxication and/or alcohol poisoning. Any student who abuses Medical Amnesty or Good Samaritan will be subject to disciplinary action for interfering with the orderly functioning of the University. Criminal investigations and other police action may still occur at the discretion of the responding law enforcement agency. In some cases, Campus Safety may be bound to report certain possible criminal details to local law enforcement agencies.

## Frequently Asked Questions

### A. Medical Amnesty

#### What is Medical Amnesty?

Medical Amnesty is the reduction of disciplinary consequences for students who receive medical attention due to alcohol intoxication and/or alcohol poisoning. This statement applies to violations that occur on and off campus

and will require documentation by Campus Safety, EMS, law enforcement, and/or emergency personnel.

*However, criminal investigations and other police action may still occur at the discretion of the responding law enforcement agency. In some cases, Campus Safety may be bound to report certain possible criminal details to the local police agency.*

### **What sanctions will I receive if I am granted Medical Amnesty?**

- Reduced educational sanctions, which could include a one-on-one alcohol education program (e.g., BASICS).
- Parental notification, if applicable. See “Parental Notification Policy” on page 26.

### **I have prior alcohol violations but have never received medical attention for alcohol reasons. If I require medical attention will I receive amnesty?**

Yes. You will receive medical amnesty, which means that you will not face the minimum standard of disciplinary action, but will be given educational sanctions.

### **Can I receive Medical Amnesty twice?**

No. A student is only eligible for Medical Amnesty one time.

### **Will I still receive Medical Amnesty if I am evaluated by emergency personnel but not transported to the hospital?**

Yes, if you receive medical attention for alcohol intoxication and emergency personnel determine that a hospital transport is not necessary, Medical Amnesty will still be granted. Medical Amnesty only applies to a student’s first incident of alcohol intoxication or poisoning that requires medical attention.

## **B. Good Samaritan**

### **What is Good Samaritan?**

Good Samaritan is the elimination of disciplinary consequences for a student(s) who may be under the influence of alcohol who make(s) a good-faith call for medical help on behalf of a fellow student. This statement applies to violations that occur on and off campus and will require documentation by Campus Safety and/or EMS, law enforcement, and/or emergency personnel. Good Samaritan is not limited to alcohol-related incidents. Witnesses of assault, vandalism, and other violations of the Student Conduct Code are encouraged to report such events under this policy.

**I'm worried about my friend who has passed out after having had too much to drink and I want to call for medical attention. However, I've been drinking, am under age 21, and have already been cited for alcohol policy violations. Will I get in trouble if I call for help for my friend?**

In nearly all cases, you will not receive any disciplinary actions provided you are cooperative with the responding officials and do not interfere with the response.

**Is there a limit to how many times Good Samaritan can apply to me?**

There is not a limit. The goal is to encourage students to not hesitate in seeking appropriate medical evaluation and treatment if a peer has been drinking in excess.

**If a group of us call for medical attention for a student, will Good Samaritan apply to all of us?**

Good Samaritan may only apply to up to two people who are involved in directly calling for medical assistance and/or providing support or assistance for the person requiring medical attention. The Good Samaritan(s) must stay with the individual requiring medical attention.

## **Alcohol and Controlled Substance Violations:**

### **Parental Notification Policy**

The Vice Provost for Student Life is responsible for determining if and by what means parents or legal guardians will be notified when students under the age of 21 are found to have committed serious or repeated violations of federal, state, or local laws, or of University policies related to the possession, use, or distribution of alcohol or a controlled substance. The Vice Provost for Student Life may assign the notification of parents or legal guardians to other University officials.

Notification of parents or legal guardians is indicated for violations of federal, state, or local laws, or for violations of any institutional policy regarding alcohol or controlled substances, in the event that these violations are also violations of the Student Conduct Code. Notification is also indicated in any of the following circumstances:

- The violation involved harm or threat of harm to self, other persons, or property
- The violation involved an arrest in which the student was taken into custody
- The violation suggests a pattern of alcohol or controlled substance abuse

- The student who committed the violation required medical intervention or transport as a result of consumption of alcohol or a controlled substance
- The violation resulted in, or could result in the student being disciplined by the University including, but not limited to, the minimum disciplinary sanctions for alcohol and other drug violations, housing contract probation, housing contract cancellation, disciplinary probation, deferred suspension, suspension, or expulsion

The University supports students assuming personal responsibility and accountability for their actions as they learn to establish their independence. The University also recognizes that the process of establishing personal independence requires support and, at times, assistance or intervention. In the appropriate circumstances, notification of parents or legal guardians can be a means of support in that transition. Consistent with this approach, the Vice Provost for Student Life or designee—whenever possible—will involve the student in a discussion about the decision to notify his/her parents or legal guardian and will inform the student that notification will take place.

Nothing in these proposed guidelines shall prevent University officials from notifying parents or legal guardians of health or safety emergencies, regardless of the disciplinary status of the student.

## **Bereavement Resources**

Santa Clara University recognizes that a time of bereavement is very difficult for a student. The University is committed to providing students with support through difficult and challenging times when someone in a student's life has passed away. The Office of Student Life is available to assist students and connect them with resources. If a student needs to be absent from classes due to a bereavement situation, the student should contact the Office of Student Life at (408) 554-4583 so that the Office of Student Life may assist the student by notifying the student's faculty. If the student wants to withdraw from the University, the Office of Student Life can assist with this along with providing information about the process for returning to the University.

It is the responsibility of the student to follow up with each faculty member as soon as practicable to make arrangements regarding missed class time and outstanding assignments. The sole authority for making decisions regarding missed class time and outstanding assignments resides with each professor.

Resources for students dealing with grief can be found at the following link: [www.scu.edu/cowell](http://www.scu.edu/cowell) (see “Counseling Services” and “Getting Help with Grief” sections)

## Bias Incident Reporting

The University defines a bias incident as any speech, act, or harassing action that targets, threatens, or attacks an individual or group because of its actual or perceived race, color, national origin, ancestry, sex, sexual orientation, age, religious creed, physical or mental disability, medical condition, marital status, citizenship status, gender identity, gender expression, genetic information, military or veteran status, or other status protected by law.

### University Response to Bias Incidents Involving Students

A report of a bias incident filed with the University is evaluated through the Student Conduct System. The University reserves the right to review all student conduct that occurs on and off-campus when such behavior is inconsistent with the Student Conduct Code.

Possible disciplinary actions for students found responsible for committing a bias incident or hate crime include educational actions, disciplinary probation, suspension, and expulsion. When applicable, student employees are also subject to termination of employment at the discretion of their supervisor.

Please note that bias incidents occurring in the context of employment at the University will be addressed by the Office of Human Resources and the Office of Equal Opportunity & Title IX. Contact Belinda Guthrie at **bguthrie@scu.edu** or 408-554-4113.

### Reporting Process

IF A HATE CRIME IS IN PROGRESS OR JUST OCCURRED, CALL CAMPUS SAFETY AT (408) 554-4444. If applicable, the University process is independent of a criminal investigation and court proceedings involving incidents that may be hate crimes in violation of the law.

A bias incident can be reported in one of the following ways:

- Office of Student Life, 8 a.m. to 5 p.m. at 408-554-4583 or Benson Memorial Center #205.
- Campus Safety at 408-554-4444. Any Campus Safety officer can take a report and will forward the information to the Office of Student Life.
- The Bias Incident Reporting Form ([https://cm.maxient.com/reportingform.php?SantaClaraUniv&layout\\_id=5](https://cm.maxient.com/reportingform.php?SantaClaraUniv&layout_id=5)) is an online reporting tool that is submitted to the Office of Equal Opportunity and Title IX. When appropriate, the Office of Student Life and other campus partners may be asked to assist with addressing concerns.

- The Ethicspoint online incident reporting tool (<https://secure.ethicspoint.com/domain/media/en/gui/15780/index.html>) is an anonymous way to file incident reports of bias, discrimination, and harassment.

After a report is filed, the University will conduct an in-depth inquiry that may include interviewing individuals involved or potential witnesses, or complaints. Acts of retaliation against any person filing a report are prohibited and will be subject to appropriate disciplinary action by the University.

The University will provide assistance and support of the reporting party(ies) and complainant(s) including receiving:

- Information about the University's response in a timely manner
- Information about access to counseling from the University's Counseling and Psychological Services
- Information and assistance about safety planning including access to campus escorts from Campus Safety Services for as long as the reporting party(ies)(s) feel(s) the service is needed
- Information about community resources such as social services, counseling services, or legal support

## Definitions

- **Reporting Party:** An individual who provides information about any bias incident/hate crime to a University official. The reporting party can be any person who witnessed the incident, the complainant, a friend, or advocate of the complainant.
- **Complainant:** An individual who is the object of an unwanted act, crime, or incident and who has filed a formal complaint with the University.
- **Respondent:** An individual who is allegedly responsible for committing and/or participating in the bias incident.
- **Witness:** An individual who was present while the bias incident was taking place and who can provide a first-hand account of what occurred.
- **Hate crimes** are motivated by bias and include a definable crime such as threats of violence, property damage, personal injury, and other illegal conduct.



## **Building Evacuation and Fire Safety**

The following standards are for the safety of all resident and nonresident students. Violation of many of these standards is also punishable by local and state law. Evacuation for fire alarms is required of all occupants of University buildings whenever an alarm is sounded. Be familiar with emergency evacuation routes from buildings in which you spend time.

Specific procedures are:

- Exit the building immediately by the proper pathway.
- Lock your door and take your ACCESS key card or Mobile Credential if you are a resident and in your room at the time the alarm sounds.
- Use stairways; do not use elevators.
- Once outside, move to your designated emergency assembly point.
- Do not return to an evacuated building until the all-clear signal is given by the designated incident commander.

Failure to evacuate for an alarm is a violation of city and state ordinances and will be treated as a serious violation of the Student Conduct Code.

Fire alarms and fire-safety equipment are located in each building to save lives and property. Initiating a false alarm or tampering with fire-safety equipment is a violation of University policy and Santa Clara City Ordinance Number 103.4. Violators face criminal prosecution with penalties of \$1,000 and/or six months in jail, in addition to University sanctions.

## **Communicable Diseases Policy**

Communicable diseases may be a potential health problem for the University population. As with any community, students studying and functioning in close proximity to one another are susceptible to communicable diseases. Communicable diseases are transmitted from one person to another by direct contact, through inhalation of infectious droplets, or through contact with contaminated objects.

Student Health Services within the Cowell Center provides evaluation, diagnosis, and treatment of infectious disease. Educational materials are available at the Cowell Center and the Wellness Center.

One measure to prevent communicable diseases is to maintain appropriate immunizations/vaccinations. Beginning academic year, 2020-21, Santa Clara University is implementing a new immunization policy. All incoming students are required to have the full Measles, Mumps, and Rubella (MMR) series. All incoming students residing in University housing are also required to have the

Meningitis vaccines (Menactra and MenB). All incoming students coming from Tuberculosis (TB) laden countries as defined by the World Health Organization (WHO) are required to have a TB screen/skin test after arriving in the United States.

Students diagnosed with certain communicable diseases, such as pandemic influenza, chicken pox, etc., must be isolated during the infectious period of their illness. Students who are isolated may not continue attending classes, obtaining meals in the various University dining facilities, or living in the residence halls. There is no provision made by the University for offering accommodations to contagious students who are required to leave the residence halls. However, depending upon the nature of the communicable disease, for example pandemic flu, the University may offer a limited number of accommodations for students with communicable diseases who live in a residence hall, need to travel home, stay with local relatives or friends, or stay at a nearby hotel or motel. Off-campus housing and travel arrangements are made at the student's expense.

Student Health Services routinely communicates and coordinates with the Santa Clara County Public Health Department. Should a communicable disease occur that requires campus-wide notification and/or treatment, Student Health Services would coordinate this process with the Public Health Department, as needed.

## **Computing and Electronic Resources Policies**

The computing and other electronic resources at SCU are provided solely for the support of students and employees in the pursuit of their scholarly or required academic activities, and for conducting the business of the University. General guidelines for use of computing, communication, and electronic resources on campus are based upon principles of etiquette, fairness, security and legality. In using these resources at SCU, community members are expected to be respectful of other individuals' ability to enjoy equal access to the resources, refrain from malicious or annoying behavior, take reasonable and responsible measures to protect confidential/sensitive information, and abide by state and national laws, including those related to intellectual property and copyright. When you join the SCU community, you are provisioned with credentials (IDs and passwords) that allow you access to a wide variety of University resources. These credentials should never be shared with others. More details are available in the University's Network and Communications Policies and Guidelines, accessible at [www.scu.edu/is/technology-policies-procedures-and-standards/](http://www.scu.edu/is/technology-policies-procedures-and-standards/) or available from Information Technology.

## Information Security Reporting

In order to comply with data privacy regulations, the University has an obligation to ensure the security and integrity of SCU computing and network resources. Examples of computing and network resources include user accounts and passwords, applications used to conduct university business (including but not limited to Gmail and Camino) network infrastructure, university computing equipment, and any data not designated as public.

Any student who suspects or becomes aware of a compromise to, or unauthorized use of, a Santa Clara University computing or network resource must notify the Information Security Office as soon as possible. Notification can be given to the Technology Help Desk at 554-5700 or [techdesk@scu.edu](mailto:techdesk@scu.edu), who will escalate the issue to the appropriate personnel.

## Contraception Availability Policy Statement

Santa Clara University, a Catholic, Jesuit university, provides educational information regarding contraception and related issues. Student Health Services within the Cowell Center strives to ensure students have clear, up-to-date, and candid information regarding contraception, sexual health, and related issues. Student Health Services does not provide condoms or prescribe contraceptive medications for the purpose of preventing birth.

Student Health Services' staff of a qualified campus physician, a physician assistant, nurse practitioners, registered nurses, licensed vocational nurses, and health educators provide education regarding contraception and related health issues. The goal of this educational approach is not only to provide information, but to assist students in clarifying their values, making decisions, and assuming personal and social responsibility for their choices.

## Crime Reporting (Clery Act)

Santa Clara University values the safety and well-being of our students, staff, and faculty, and visitors. The University community can only remain safe and secure through the cooperation of community members. By working together, we all can continue to make SCU a safe and welcoming university.

Under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, Santa Clara University annually collects information about campus crimes and other reportable incidents as defined by the law. This information is made available to assist current and potential students and employees in making informed decisions regarding their attendance or employment at the University. It is the policy of Santa Clara University that the campus community will be informed on a timely basis of all reports of

crime and other information affecting the security of our campus and the personal safety of our students, faculty, staff, and guests.

For more information about campus safety policies, procedures, and statistics concerning campus crime, please see the Annual Security & Fire Safety Report (<https://university-operations.scu.edu/campus-safety/clery-act-compliance>). In addition, the Clery daily crime log is kept at the Campus Safety Office and may be viewed by any person, at any time.

## **Child Abuse and Neglect Reporting Act (CANRA)**

The University strives to safeguard the well-being of all children and encourages all members of the University community who observe, have actual knowledge of, or reasonably suspect child abuse or neglect at a University facility or perpetrated by University personnel to promptly report the concern to appropriate law enforcement, external officials, and university officials.

The Child Abuse Neglect and Reporting Act (CANRA) requires that employers of mandated reporters promote identification and reporting of child abuse or neglect. Mandated Reporters under CANRA are responsible for reporting the incident themselves. They are not required to investigate any known or suspected cases of abuse.

It is the policy of Santa Clara University that all university employees (as well as volunteers and independent contractors) who, in the course of their business or volunteer activity, have reasonable suspicion of child abuse or neglect are required to make a report. This policy applies to all Santa Clara University locations and all University-sponsored or hosted programs, events, and activities, including study abroad programs. Please note that information learned through any confidential communications made to a clergy member subject to the clergy-penitent privilege is not required to be reported. For more information or questions related to this policy, please contact the Office of Equal Opportunity and Title IX (<https://www.scu.edu/title-ix>).

## **Death of a Student or Parent**

Students, faculty, or staff members who become aware of the death of a student should immediately notify Campus Safety Services at 408-554-4441 or the Office of Student Life at 408-554-4583. This applies during holiday periods as well. When an immediate family member of a student dies, the student, a friend of the student, or a faculty or staff member who is aware of the situation should notify the Office of Student Life. With the student's permission, the Office of Student Life staff will notify Campus Ministry and other departments in the University as deemed appropriate so that assistance

can be offered to the student or the family. The Office of Student Life will notify faculty members of student deaths, as appropriate.

## **Americans with Disabilities Act/**

### **Section 504 of the Rehabilitation Act of 1973**

In both practice and policy, Santa Clara University adheres to the requirements of the Americans with Disabilities Act of 1990, as amended 2008 (ADAAA); Sections 504 and 508 of the Rehabilitation Act of 1973, as amended; and all other federal and state laws and regulations prohibiting discrimination on the basis of disability.

The University is committed to providing individuals with disabilities, including (but not limited to) those with learning disabilities, ADHD, chronic health conditions, traumatic brain injuries, hearing impairments, physical disabilities, psychological disorders, visual impairments, and other health impairments, equal access to the academic courses, programs, activities, services, and employment opportunities, and strives in its policies and practices to provide for the full participation of individuals with disabilities in all aspects of University life.

For information concerning policies and procedures for students with disabilities, see the Office of Accessible Education (OAE) website (**<https://www.scu.edu/oae>**). Students with disabilities who are registered with the OAE office may be qualified to receive accommodations, auxiliary aids, or services based on supporting documentation. To register with OAE, students should contact the Director of OAE at 408-554-4109 or by email at **[oae@scu.edu](mailto:oae@scu.edu)**.

Students, faculty, and staff who have questions or concerns about (1) disagreements or denials regarding requested services, accommodations, or modifications to University practices or requirements; (2) alleged inaccessibility of a University program or activity; (3) alleged harassment or discrimination on the basis of a disability, and (4) any other alleged disability discrimination should contact the Director of Equal Opportunity and Title IX, who has been designated as the University's ADA/504 Coordinator.

For more information or questions related to these policies, please contact the Office of Equal Opportunity and Title IX (**<https://www.scu.edu/title-ix>**).

## **Drug-Free Policies**

It is the goal of Santa Clara University to maintain a drug-free workplace and campus. The unlawful manufacture, distribution, dispensation, possession, and/or use of controlled substances or the unlawful possession, use, or distribution of alcohol is prohibited on the Santa Clara University campus, in the workplace, or as part of any of the University's activities. This includes the unlawful use of controlled substances or alcohol in the workplace even if it does not result in impaired job performance or in unacceptable conduct.

The unlawful presence of any controlled substance or alcohol in the workplace and campus itself is prohibited. The workplace and campus are presumed to include all Santa Clara premises where the activities of the University are conducted.

Violations will result in disciplinary action up to, and including termination of employment for faculty and staff or expulsion of students. A disciplinary action may also include the completion of an appropriate rehabilitation program. Violations may also be referred to the appropriate authorities for prosecution.

The program information is distributed on an annual basis to all faculty, staff, and students. New staff employees are given a copy at New Employee Orientation. New faculty employees are given a copy at New Faculty Orientation. The program is reviewed at least biennially by the Office of Student Life, Equal Opportunity & Title IX, and the Department of Human Resources. Contact the Office of Student Life for a complete copy of the program.

## **Eating Disorders**

Santa Clara University recognizes the prevalence of eating disorders, eating-related problems, exercise obsession, and body-image concerns in students. Eating disorders affect student learning in numerous ways including depleting students' energy, distracting their attention, diminishing their intellectual resources, causing depression and social withdrawal, and adversely affecting the morale of students around them. The University is committed to educating the whole student and sees the student's mind, body, character, and spirit as interrelated.

Our approach to students with potential eating disorders is to do a thorough medical and psychological evaluation. The medical and psychological staffs work as a team. If a student is determined to have an emerging or existing eating disorder, the medical and psychological practitioners will recommend a treatment plan. In many cases these students benefit from brief psychological therapy at the SCU Cowell Center–Counseling and Psychological Services (CAPS) combined with medical monitoring at Student Health Services.

Santa Clara University and Cowell Center (CAPS and Student Health Services) do not have the expertise or the specialized comprehensive resources and extended time to treat students who present themselves or are referred for evaluation of severe eating disorders. This is particularly the case with students who resist treatment. Students with serious eating disorders may be referred to outside providers or treatment facilities when so doing is deemed necessary for appropriate medical management.

## **Eligibility Policy for Participation in Student Activities:**

### **Academic Standing and Discipline Status**

Involvement outside the classroom provides significant opportunities to explore interests, develop skills and abilities, apply classroom learning in practical situations, gain professional experience, develop leadership competencies, and cultivate an appreciation of the diverse world in which we live. It also provides opportunities to meet new friends, participate in community service, work with others around shared goals and interests, and become peer mentors. Involvement, however, should not be at the expense of academic success. Those enrolled at Santa Clara University are college students before they are student leaders. As such, the University has adopted this policy to assist with students' academic success.

1. **Conditions for Involvement:** Students at Santa Clara University who are involved in student activities that are funded by the University (e.g., intercollegiate scholastic activities or intercollegiate athletic activities), and students who occupy a leadership position in organizations or associations recognized by the University, must fulfill the following conditions:
  - A. **Academic Standing:** The student must be in good academic standing with the University. To be in good academic standing, an undergraduate student must normally be enrolled full time, maintain a cumulative grade point average of at least 2.0 based on all courses taken at Santa Clara, and must have completed at least a minimum number of units as specified in the Undergraduate Bulletin for acceptable progress toward a degree. Graduate students involved in student activities must meet the academic status requirements of their division, school, or program.

- B. **Discipline Status:** The student must be in good behavioral standing with the University. Students who are presently placed on disciplinary probation, interim suspension, deferred suspension, suspended, or expelled are not in good behavioral standing. **Students on interim suspension, deferred suspension, suspension, or are expelled are not allowed to participate in co-curricular and intercollegiate activities.** Students on disciplinary probation are not allowed to hold leadership positions or their participation is restricted for the following identified groups (see “Affected Groups and Restrictions Imposed”).

## 2. **Affected Groups and Restrictions Imposed:**

- A. All officers and major leaders of the nine Chartered Student Organizations and all recognized student clubs and organizations. The terms “officer” and “major leader” will be defined by the Center for Student Involvement.
- If the student is on disciplinary probation, the student is eligible to participate in the organization, but is not allowed to hold a leadership position.
  - If the student is on interim suspension, deferred suspension, suspended, or expelled, the student is not eligible to participate in the organization.
- B. Members of the University’s intercollegiate (including practice squad members) and club athletic teams.
- If the student is on disciplinary probation, the student is eligible to practice with the team, but is not allowed to compete.
  - If the student is on interim suspension, deferred suspension, suspended, or expelled, the student is not eligible to be a member of the team.
- C. Members of the University’s intercollegiate debate team.
- If the student is on disciplinary probation, the student is eligible to practice with the team, but is not allowed to compete.
  - If the student is on interim suspension, deferred suspension, suspended, or expelled, the student is not eligible to be a member of the team.
- D. Members of the Emergency Medical Service.
- If the student is on disciplinary probation, interim suspension, deferred suspension, suspended, or expelled, the student is not eligible to participate in the organization.



- E. Students who apply to study abroad or are admitted to a study abroad program.
- If the student is on disciplinary probation, interim suspension, deferred suspension, suspended, or expelled, the student is **prohibited from applying** for a study abroad program.
  - If the student is on disciplinary probation, interim suspension, deferred suspension, suspended, or expelled, the student is **not eligible to participate** in the abroad program.
- F. Students who are involved in the broad range of artistic performances on campus, including but not limited to auditions, recitals, and theatre productions.
- If the student is on disciplinary probation, interim suspension, deferred suspension, suspended, or expelled, the student is not eligible to participate in the program.
- G. Students who hold internships in the Campus Ministry department.
- If the student is on disciplinary probation, the student is not eligible to perform the duties of an intern until the end of the probationary period.
  - If the student is on interim suspension, deferred suspension, suspended, or expelled, then the student is not eligible to participate in non-public Campus Ministry activities.
- H. Students involved in other organizations and activities that the University Policy Committee on Student Affairs shall periodically recommend to the University administration and which shall be so declared by the University administration.

As a result of their participation in any of the above activities, the financial aid of students who may be receiving aid from the University will be affected, according to the policy defined in the current Limitations on Financial Aid Eligibility: Undergraduates, which is published by Financial Aid and the Financial Aid Eligibility policy detailed in the Undergraduate Bulletin. Nothing in the above shall prohibit any department or division in the University or the advisor(s) of any regulated student activity from setting their own higher standards.

## Hazing Policy Statement

Hazing is defined as any action, activity or complicity in an activity, which recklessly, intentionally, or knowingly causes or endangers the mental, emotional, and/or physical health or safety, or personal degradation to any person, or could reasonably be foreseen to result in such harm, that was committed in connection with initiation into, an affiliation with, or continued membership in a group affiliated activity, whether or not the organization or body is officially recognized by the University, and whether individually or in concert with other persons, against another person(s).

An action is still considered hazing regardless of the apparent or actual consent of the involved individual or individuals. Failing to prevent, discourage, and/or report hazing may violate this policy. Student organizations, clubs, or teams whose members participate in or encourage hazing activities will also be subject to appropriate University disciplinary action.

## Health and Well-Being and Conditional Health and Well-Being Withdrawal Policy

The purpose of this policy is to set forth the procedures for student withdrawals from the University for health or safety reasons. This policy outlines the circumstances of such leaves as well as various procedures and conditions, including readmission criteria and processes, and implications for the student in terms of academic, financial, insurance, and University housing matters.

The Drahmman Advising and Learning Resources Center is responsible for administering all undergraduate withdrawals from the University, inclusive of withdrawals for physical or mental health reasons. In select situations, a student may be granted a Conditional Health and Well-Being Withdrawal. Conditional Health and Well-Being Withdrawals are administered by the Office of Student Life when there is a significant risk to the health and safety of the student or to others, or a student's behavior severely disrupts the campus environment.

Students who withdraw from the University are subject to applicable policies such as, though not limited to, the University Tuition Refund Policy, and financial aid terms and conditions.

International students should consult with the Global Engagement Office regarding the impact on their International Student Visa status.

*Graduate students, including students registered in the School of Law, who seek to withdraw for any reason should do so through the withdrawal process established within their school or program.*

## **I. Health and Well-Being Withdrawal**

For a variety of reasons, students may find it beneficial to withdraw to address a physical or mental health need requiring a level of care that exceeds what the University can appropriately provide. In such instances, a student should consider taking time away from the University and their studies to attend to their health and overall well-being.

Students withdrawing for physical or mental health reasons is the same process as that of withdrawing for any other personal reason (non-health related) and requires written notification by the student, or parent or guardian, on the behalf of the student if the student is unable to do so.

Health and Well-Being withdrawals are administered by the Drahmman Advising and Learning Resources Center and are not recorded on the student's transcript differently from any other student initiated withdrawal.

## **II. Conditional Health and Well-Being Withdrawal**

Students may be placed on Conditional Health and Well-Being Withdrawal when their ability to carry out substantial self-care obligations is significantly impaired, resulting in an inability to function in their academic environment. Such inability shall be evidenced by the following:

- current medical knowledge;
- the best available objective evidence;
- the student's immediate disruption to the integrity of the University's learning environment;
- or a combination of any of the foregoing factors.

This criteria indicates that the student poses a significant risk to their own health or safety, or to that of others. It shall not be based on speculation, stereotypes, or generalizations about individuals with disabilities.

In making an informed decision to allow a Conditional Health and Well-Being Withdrawal and allow a student to re-enroll, the Associate Dean for Student Life, or designee, will engage in an individualized assessment, based on reasonable judgment that relies on current medical knowledge and/or the best available objective evidence specifically related to the condition(s) giving rise to the health withdrawal, including information provided in a timely manner by the student.

Any member of the University community who has reason to believe that a student may meet any of the standards described above should consult with the Associate Dean for Student Life, or designee, before directing the student to inquire about a Conditional Health and Well-Being Withdrawal. This may be done by contacting the Office of Student Life (408-554-4583) or by filing a

Student of Concern Report ([scu.edu/osl/report](http://scu.edu/osl/report)). The Office of Student Life is the home for the CARE Teams: Student Welfare Team and the Behavioral Concerns Team. The CARE Teams work collaboratively supporting students who withdraw and re-enroll through this policy.

In the event a student is considered for a Conditional Health and Well-Being Withdrawal, the Associate Dean for Student Life, or designee, will provide the student with an opportunity to meet to discuss the reasons for the proposed Conditional Health and Well-Being Withdrawal and afford the student the opportunity to respond to the University's concerns. If deemed appropriate, the student will be directed to meet with a University mental health and/or medical provider (e.g., a physician, psychologist, or psychiatrist) in the Cowell Center within one business day for an individualized assessment. The Office of Student Life will obtain written permission from the student to have the medical and/or mental health provider(s) to discuss their findings with the Associate Dean for Student Life, or designee, who will appropriately share the data with the members of the Behavioral Concerns Team.

The purpose of the individualized assessment is to determine whether the student is, in fact, able, unable or unwilling to carry out substantial self-care obligations; poses a significant risk to the health or safety of others based on current medical knowledge and/or the best available objective evidence; or the student poses an actual risk to their own safety not based on mere speculation, stereotypes, or generalizations about individuals with disabilities, and whether there are reasonable accommodations that would permit the student to continue to remain enrolled without taking a health withdrawal.

Based on the individualized assessment and the recommendations made by the mental health and/or medical provider, the Associate Dean for Student Life, or designee, will determine if the student is permitted to remain enrolled, with or without reasonable accommodations, or should be placed on a Conditional Health and Well-Being Withdrawal based on the terms and conditions of the Conditional Health Withdrawal, which will be communicated to the student in writing. If the student does not agree to the recommendation of the Conditional Health and Well-Being Withdrawal, the University reserves the right to implement interim measures (See Involuntary Health and Well-Being Withdrawal).

The Associate Dean for Student Life, or designee, will seek the cooperation and involvement of parents, guardians, emergency contacts, or other appropriate individuals, consistent with the law, when deemed appropriate and feasible. The decision to notify a student's family members will be weighed carefully against the student's privacy rights. The student's parents or guardians may be contacted without the expressed consent of the student if it is perceived necessary to protect the welfare of the student or other individuals.

There are advantages to taking a Conditional Health and Well-Being Withdrawal. Those advantages are:

1. **Personal Benefits:** Students will have the opportunity to prioritize their personal welfare by taking time away from the University to seek the most comprehensive and appropriate medical and/or mental health treatment without the additional responsibilities associated with being a student.
2. **Academic Benefits:** Students may be eligible to be withdrawn from classes after the posted deadline.
3. **Financial Benefits:** Students may be eligible for a tuition refund for the quarter. NOTE: If the student purchased the University tuition insurance plan, the student may receive the difference between the tuition amount paid by the student (not inclusive of the financial aid used to pay for tuition) and the refund amount received via the insurance policy. If the student lives on campus, the student may be eligible for a room and board refund based upon the date the student officially checks out of the on-campus residence in accordance with Residence Life and Housing procedures. See “Tuition Refund” at the end of this policy for more details.

After notifying the Office of Student Life, a student who is offered and accepts a Conditional Health and Well-Being Withdrawal has up to one business day to decline the withdrawal and associated conditions for re-enrollment. In the event a student declines, the Office of Student Life may take other interim measures, such as, though not limited to an Involuntary Health and Well-Being Withdrawal or Interim Suspension.

### Involuntary Health and Well-Being Withdrawal

In limited circumstances, the University may deem it necessary to require a student to withdraw from the University when a student is unable or unwilling to carry out substantial self-care obligations, when current medical knowledge and/or the best available objective evidence indicates that a student poses a significant risk to the health or safety of others, or when a student poses an actual risk to their own safety and the student is not willing to take a Conditional Health and Well-Being Withdrawal. This action is meant to be invoked only in extraordinary circumstances, when a student is unable or unwilling to request a Conditional Health and Well-Being Withdrawal, and when such a withdrawal is necessary to protect the safety of that student and/

or others, or the integrity of the University's learning environment. Unless expressly permitted in writing by the Associate Dean for Student Life, or designee, students on Involuntary Health and Well-Being Withdrawal are not permitted to be present at the University, participate in class, or engage in any University-related activities, including on-campus employment.

Before placing a student on an Involuntary Health and Well-Being Withdrawal, an individualized assessment using a collaborative process will be conducted by the University to determine both the probability, nature, duration, and severity of the disruption, threat, or impairment as well as whether reasonable modifications of policies, practices, or procedures can mitigate the risks of allowing the student to remain enrolled. When this assessment indicates that a student poses a significant risk to the health or safety of others; or poses an actual risk to their own safety not based on mere speculation, stereotypes, or generalizations about individuals with disabilities; and/or the student does not want to take a leave voluntarily; the Associate Dean for Student Life, or designee, with appropriate consultation, has the authority to administer an Involuntary Health and Well-Being Withdrawal.

The Associate Dean of Student Life, or designee, will give significant weight to the opinion(s) of the student's treatment provider(s), including those identified by the student, regarding the student's ability to function academically and safely at the University with or without reasonable accommodations. If the Director of Health and Counseling or designee determines that the information provided by the off-campus treatment provider(s) is incomplete, requires further explanation or clarification, or is inconsistent with other information in the student's record, the Director of Health and Counseling or designee will contact the treatment provider(s) to obtain additional information. In certain circumstances, the University may require the student to undergo an additional evaluation by an independent and objective professional designated by the University, if the Director of Health and Counseling or designee and the Associate Dean of Student Life believes it will facilitate a more informed decision. Permission to contact the off-campus treatment provider is inherent in the process.

The Associate Dean for Student Life, or designee, will consider potential accommodations and/or modifications recommended by the Office of Accessible Education (OAE) or any other departments that could remove the need for an Involuntary Health and Well-Being Withdrawal, such as the option to take a voluntary leave of absence, academic accommodations, housing and dining accommodations, and modifications to University policies, rules, and regulations.

In the event that the student is incapable of responding on the student's own behalf due to the student's condition, or if the student is not responding to inquiries or directives of the University, the University reserves the right to withdraw the student without the voluntary consent of the student or the student's parent or guardian. The student will be sent a written notice of this action.

The written notice of decision to the student will set forth a time-frame for when the student must leave the University and when they may be eligible to return to the University and the conditions and/or requirements the student will need to satisfy to be eligible for return. The written notice will also inform students with disabilities of their right to reasonable accommodations in the return process and will provide contact information for the Office of Accessible Education. The length of the leave will be determined on an individual basis.

If an Involuntary Health and Well-Being Withdrawal is not imposed, the Associate Dean for Student Life, or designee, may impose conditions and/or requirements under which the student is allowed to remain at the University.

A student wishing to appeal a decision related to an Involuntary Health and Well-Being Withdrawal, may appeal in writing to the Vice Provost of Student Life and Dean of Students in accordance with the request for appeal procedures described below.

## Appeal Process

Within three business days of being provided written notice of the Involuntary Health and Well-Being Withdrawal, a student may submit an appeal of the decision in writing to the Vice Provost for Student Life & Dean of Students. The written request for appeal must specify the particular substantive and/or procedural basis for the appeal and must be made on grounds other than general dissatisfaction with the decision of the Associate Dean for Student Life. After reviewing the matter fully, the Vice Provost for Student Life & Dean of Students, or designee, will issue a written decision affirming, modifying, or reversing the decision to place the student on an Involuntary Health and Well-Being Withdrawal. The decision on the appeal will be communicated to the student within three business days of the day the appeal was submitted. During the duration of the appeal process, the student will be placed on Interim Suspension (see below). If the student does not submit an appeal within three business days, there is no further opportunity to appeal this final outcome. If an appeal is filed, the outcome of the appeal process shall be final, and no other appeals or grievance procedures are available.

## Interim Suspension

If, for reasons pertaining to a health condition, a student's behavior poses a significant risk to the health or safety of others; or where a student poses an actual risk to their own safety not based on mere speculation, stereotypes, or generalizations about individuals with disabilities, or an immediate disruption to the integrity of the University's learning environment, the Associate Dean for Student Life, or designee, may suspend the student from the University or restrict the student's access to the university campus, university housing, services, and activities, as appropriate, for an interim period before a final determination of the matter. If the student is placed on Interim Suspension at the discretion of the Associate Dean for Student Life, or designee, the student will not be permitted to attend classes, participate in class in any way, or be on University-owned or -controlled property.

Conditional Health and Well-Being Withdrawals are not recorded on the student's transcript differently from any other student initiated withdrawal.

## III. Re-Enrollment Procedures

When the student is ready to be considered for re-enrollment, the student should contact the Associate Dean for Student Life, or designee, according to the written conditions for re-enrollment and provide appropriate documentation. Documentation must be provided by an appropriate professional: a licensed mental health provider if evaluating mental health concerns or a licensed medical provider if the evaluation is regarding medical concerns. Providers cannot be related to the student and must have specialty/credentials appropriate for the condition(s) of concern. This off-campus provider will be asked to provide a written evaluation of the student's current status, the nature of the treatment, and recommendations regarding: a) the student's readiness to return to the academic and co-curricular demands of university life; b) the student's readiness to live in an on-campus residential community, if relevant; c) recommendations for ongoing treatment, academic accommodations and/or testing needs; and d) any conditions or restrictions that the University should impose.

The Associate Dean of Student Life, or designee, will consult with the Director of Health and Counseling, or designee, at the Cowell Center and any other appropriate University departments (e.g. Office of Accessible Education). The Associate Dean for Student Life, or designee, will give significant weight to the opinion of the student's treatment provider(s), including those identified by the student, regarding the student's ability to function academically and safely at the University with or without reasonable accommodations. If the Director of Health and Counseling, or designee, at the Cowell Center determines that the information provided by the off-campus treatment



provider(s) is incomplete, requires further explanation or clarification, or is inconsistent with other information in the student's record, the Director of Health and Counseling, or designee, at the Cowell Center will contact the treatment provider(s) to obtain additional information. Permission to contact the off-campus treatment provider is inherent in the process.

In certain circumstances, the University may require the student to undergo an additional evaluation by an independent and objective professional designated by the University, if the Director of Health and Counseling, or designee, at the Cowell Center and the Associate Dean for Student Life believe it will facilitate a more informed decision.

Once approved for re-enrollment by the Associate Dean for Student Life, or designee, a student may re-enroll without further permission, if the student is in good academic standing, does not have any outstanding financial obligations with the University, is returning to the same college or school, and is returning within five years of the date of the withdrawal. Students who do not meet these conditions must seek permission to re-enroll from the Dean of Academic Support Services, or designee, in the Drahmman Advising and Learning Resources Center.

#### **IV. Tuition Refund**

Students who are placed on Conditional Health and Well-Being Withdrawal are eligible to receive only one tuition refund under this policy during their academic tenure at the University. Any student who receives a tuition refund under this policy must meet re-enrollment conditions before the student will be permitted to return to the University.

#### **Marijuana Policy**

On November 8, 2016, voters in California passed Proposition 64, thereby allowing persons who are 21 and older to possess, transport, and buy up to 28.5 grams of marijuana and use it for recreational purposes. The Bureau of Marijuana Control is the state agency responsible for regulating and licensing marijuana sales.

It continues to be illegal to smoke marijuana in public and at locations where tobacco use is outlawed, such as restaurants, and within 1000 feet of a school, daycare or youth center when children are present. It is also illegal for motorists to smoke marijuana while driving.

**Despite the change in state law regarding marijuana, Santa Clara University's policy remains unchanged: use and possession of marijuana on campus or in association with any university-sponsored or affiliated activity or program is prohibited.** The policy complies with the federal Drug-Free Schools and Communities Act. Under this federal law, as a condition of receiving federal funds, an institution of higher education such as Santa Clara University must certify that it has adopted and implemented a program to prevent the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees on campus and as part of its activities and programs. At the federal level, this law includes any amount of marijuana.

California Proposition 215, passed in 1996, allows for the use of marijuana for medical purposes. Students who qualify under Proposition 215 to use marijuana for medical purposes are not permitted to possess, store, provide, or use the marijuana on university-owned or controlled property (including, but not limited to, residence halls, academic buildings, athletic facilities, and parking lots), or during a university sanctioned activity, regardless of the location.

Propositions 215 and 64 create a conflict between state and federal laws. When state and federal laws are in conflict, federal law takes precedence. If Santa Clara University does not comply with federal law and regulations on marijuana possession and use on campus and in university programs and activities, it risks losing federal funds for student financial aid, faculty research and other important programs and services. Thus, the Santa Clara University must continue to abide by federal laws and regulations and university policy barring the use and possession of any amount of marijuana on campus or in association with any university-sponsored or affiliated activity or program.

Students who fail to follow this policy are in violation of the Student Conduct Code and are subject to disciplinary action.

## **Missing Person Notification Policy**

In compliance with the Higher Education Opportunity Act, this policy addresses the manner in which the University will proceed in the event that a resident student (i.e., a student who lives in University housing) is believed to be missing.

Any concern that a resident student is missing should be immediately directed to Campus Safety Services at 408-554-4441. A resident student is considered to be missing if the person's whereabouts have not been established for a period of 24 hours, or if there is information within the 24-hour period that suggests the person is missing. In such circumstances, staff, faculty, and

students are required to immediately notify Campus Safety Services. Campus Safety Services will implement the Emergency On-Call Protocol for the Office of Student Life and Office of Residence Life and will notify the appropriate law enforcement agency upon receipt of information establishing that a resident student is missing. Such notification shall be made in a timely fashion and within 24 hours of the receipt of this information.

In support of this policy, resident students are encouraged to provide the University with the name and contact information of someone to be notified in the event that the resident student is determined by Campus Safety Services or the local law enforcement agency to be missing. Resident students can confidentially provide this contact information via their eCampus account. If a resident student is determined to be missing and is under 18 years of age and not emancipated, the University is required by law to notify a custodial parent or guardian, and any other contact person designated by the student within 24 hours of when the resident student is determined to be missing

## **Statement of Nondiscrimination**

Santa Clara University's fundamental principles of academic excellence through diversity and inclusion are central to our Jesuit, Catholic values. These principles and values require us to provide a workplace and educational environment free from discrimination, harassment, and sexual misconduct. In its admission, educational and employment practices, programs, and activities, the University does not discriminate and prohibits discrimination against any individual based on race, ethnicity, nationality, religion, age, gender, gender expression, gender identity, sexual orientation, marital status, registered domestic partner status, veteran or military status, physical or mental disability (including perceived disability), medical condition (including cancer related or genetic characteristics), pregnancy (including childbirth, breastfeeding, and related medical conditions), or any other basis prohibited under applicable federal, state, or local laws.

The Director for the Office of Equal Opportunity and Title IX serves as the University's Title IX Coordinator, ADA/504 Coordinator, and Affirmative Action Officer. The Director coordinates and oversees the prompt response, impartial and thorough investigation, and equitable and timely resolution to all instances of discrimination and harassment, sexual harassment, and other forms of sexual misconduct involving students, faculty, and staff. The Director also tracks incidents and trends involving sexual misconduct and serves as the principal contact for government and external inquiries regarding civil rights compliance and Title IX.

For more details regarding policies and procedures related to equal opportunity and nondiscrimination, please review the information included within this handbook under “Nondiscrimination, Harassment, and Sexual Misconduct Policy”, as well as the Office of Equal Opportunity and Title IX website (<https://www.scu.edu/title-ix>). Inquiries regarding the University’s equal opportunity and nondiscrimination policies should contact:

Inquiries:

Belinda Guthrie, Director of Equal Opportunity and Title IX  
Santa Clara University | Office of Equal Opportunity and Title IX  
500 El Camino Real, Santa Clara, CA 95053

Office: Loyola Hall, Suite 140, 425 El Camino Real, Santa Clara, CA 95053

Main Office: 408-551-3043 Direct Line: 408-554-4113

Email: [bguthrie@scu.edu](mailto:bguthrie@scu.edu)

Web: [www.scu.edu/title-ix](https://www.scu.edu/title-ix)

Claims of discrimination or other inquiries concerning the application of Title IX of the Education Amendments of 1972 and its implementing regulations may also be directed externally to the Office of the Assistant Secretary of Education within the Office for Civil Rights (OCR) (<https://www.hhs.gov/ocr/index.html>). Inquiries regarding civil rights compliance and employment discrimination may also be made externally to the Equal Employment Opportunity Commission (EEOC) (<https://www.eeoc.gov>) and/or the California Department of Fair Employment and Housing (DFEH) (<https://www.dfeh.ca.gov>).

## Posting Printed Material and Chalking

The University policy on posting printed material (defined as both printed and digital) and chalking applies to all printed and digital materials on mini A-frames, banners, and monitors in Benson Memorial Center; bulletin boards and monitors in the residence halls; monitors located in campus buildings; and chalking on campus grounds. University entities may place materials on bulletin boards inside academic or administrative buildings subject to the approval of the office with administrative jurisdiction over the area, in regards to information concerning programs, services, or activities sponsored by Santa Clara University or one of its groups. Non-University entities and individuals may post written material concerning their events, goods, and services in designated areas within the Benson Memorial Center. Non-University entities and any individual may not have access to campus digital distribution and posting nor chalking. All posting, printed and digital, and chalking on

campus, whether by a University-affiliated group, a non-University entity, or an individual, must comply with University regulations and any applicable municipal, state, and federal laws.

## Approval

Printed material for posting in Benson Memorial Center must be approved at the center's Information Desk. Posting for all events where alcohol will be served must also be approved by the facility manager for the event (see "Alcoholic Beverage Policy"). The appropriate staff will do all posting. Digital materials are to be submitted through the appointed University person or department for approval and posting.

## Content

All printed material and chalk messages posted by University organizations must contain the name of the sponsoring organization and the words "SCU" or "Santa Clara University" in the description of the event. Printed material posted by non-affiliates or individuals must contain the name as well as telephone number or email address of a contact person. Printed material posted on campus and chalk messages may not be libelous, slanderous, obscene, or incite violence, or be in violation of Sections 5 or 10 of the Student Conduct Code (see pages 12–13).

Printed material publicizing an event covered by the Speakers Policy must contain the following statement: "The presence of a guest speaker on the campus of Santa Clara University does not necessarily imply approval or endorsement by the University of the views expressed by the guest speaker or by anyone else present at the event."

Printed material publicizing all events on campus must contain the following statement: "In compliance with the ADA/504 please direct your accommodation requests to [name of the sponsor/organizer/coordinator responsible for the event] at [phone number or email address of the sponsor/organizer/coordinator of the event]."

## Size

Printed material placed on the bulletin boards in the Benson Memorial Center may be no larger than 12 inches by 24 inches. Printed material on mini A-frames may be no larger than 30 inches by 36 inches. Balcony banners in Benson Memorial Center may not be larger than 6 feet long by 3 feet wide. Digital materials must fit the size of the display screen.

## Location

Material and chalk messages may be placed only in approved areas of campus. Printed materials may not be placed over other posters or fliers, and no more than one poster/flier per event per bulletin board is allowed. Posting on light poles, trees, floors, ceilings, elevators, planter boxes, and on exterior walls and other building surfaces, is prohibited and such items will be removed; the responsible group or individual may be subject to a removal and/or cleanup charge.

Printed material may be placed on the bulletin boards in the Benson Memorial Center subject to the limitations (e.g., rental housing, buying and selling of goods and services, carpooling and riding arrangements) for specific bulletin boards and kiosks.

Printed material pertaining to University-sponsored events may be placed on mini A-frames by registered student organizations (RSOs), chartered student organizations (CSOs), academic departments, administrative offices, and faculty and staff groups. Mini A-frames may be placed on the paved sidewalk areas in and around the residence halls, on the east plaza of Benson Memorial Center, on the paved sidewalk areas immediately adjacent to Benson Memorial Center, and on the paved sidewalk areas immediately adjacent to the Locatelli Student Activity Center.

Banners pertaining to University-sponsored events may be placed on the designated balcony spaces of Benson Memorial Center by officially registered student organizations and University departments.

Chalk messages pertaining to University-sponsored events may be placed in the designated areas by registered student organizations (RSOs), chartered student organizations (CSOs), University offices, academic departments, administrative offices, and faculty and staff groups. Chalk messages, using water-soluble chalk, may be placed on paved sidewalk areas in and around residence halls, on the east plaza of Benson Memorial Center, on the west porch of Benson Memorial Center, on paved sidewalk areas immediately adjacent to the Benson Memorial Center and on the paved sidewalk areas immediately adjacent to the Locatelli Student Activity Center. Chalk messages on sidewalks in other campus locations, on outdoor stairs and ramps, on planter boxes, on fountains, on walls, on the brick walkways adjacent to the learning commons and on other ground and building surfaces are prohibited.

## Time

Printed material on the bulletin boards, display cases, and banners in Benson Memorial Center may be posted for a maximum of two weeks. Printed materials on mini A-frames and chalk messages may be posted a maximum of one week. All printed material, banners, and chalk messages must be removed within 24 hours following the event by the group responsible for the event. Failure to remove such materials within that time frame may subject the responsible group or individual to a removal and/or cleanup charge.

## Violations

Violation of any of the provisions of this policy will result in the removal of the printed material or chalk message. In addition, the responsible group or individual may be subject to appropriate University sanctions and/or legal action by the University.

For information about posting within University residential facilities, see page 95.

## Pregnancy Resources

Santa Clara University is committed to maintaining an equitable learning environment and supporting the academic success of pregnant and parenting students. The University prohibits discrimination based on parental status, pregnancy, childbirth, false pregnancy, termination of pregnancy, or recovery from related conditions in all of its educational programs and activities pursuant to Title IX of the Education Amendments of 1972. Students may request an accommodation for pregnancy-related conditions or parenting responsibilities by contacting the Office of Equal Opportunity and Title IX.

Belinda Guthrie, Director of Equal Opportunity and Title IX

Santa Clara University | Office of Equal Opportunity and Title IX

500 El Camino Real | Santa Clara, CA 95053

Office Location: Loyola Hall, Suite 140, 425 El Camino Real, Santa Clara, CA 95053

Main Office: 408-551-3043 | Direct Line: 408-554-4113

Email: [bguthrie@scu.edu](mailto:bguthrie@scu.edu)

Web: [www.scu.edu/title-ix](http://www.scu.edu/title-ix)

While attending Santa Clara University, a student may be pregnant, desire assistance for another student who is pregnant, or just need someone to talk with about pregnancy related issues and/or options. In keeping with its mission as a Jesuit and Catholic university, Santa Clara University is

committed to offering students resources that support the choice of life. For these reasons, the University makes every effort to provide any student who should become pregnant with a supportive environment that assures a caring and non judgmental attitude of support and professional assistance.

A student who becomes pregnant while attending Santa Clara University may elect to stay at the University during her pregnancy if she wishes. The University community will do its best to accommodate the student's needs and concerns regarding classes, housing, and personal counseling during and after the pregnancy.

The focus of the University is to provide a comprehensive team that emphasizes support and personal respect. If you are pregnant, or if you know someone who is pregnant, the following support services are resources that are available at SCU and within the local community. Please feel free to contact any of the individuals or offices listed. All consultations will be handled confidentially.

### **Health Services**

Cowell Center–Student Health Services (SHS)

Dr. Jillandra C. Rovaris, Director

TBD, Campus Physician

408-554-4501

### **Health Educator**

Kelly Schumacher, Director

Wellness Center

408-554-4409

### **Counseling Services**

Cowell Center–Counseling and Psychological Services (CAPS)

Dr. Jillandra C. Rovaris, Director

Dr. Kathy Lee-Anderson, Assistant Director

408-554-4501

### **Campus Ministry**

Alison Bender, Interim Campus Ministry

408-554-4372

### **Office of Accessible Education**

TBD, Director

408-554-4109



## **Residence Life**

Ngoc Nguyen-Mains, Interim Director of Residence Life  
408-554-4900

## **Off-Campus Resources**

### **Real Options**

408-978-9310

<https://www.realoptions.net/>

### **National Nurturing Network**

1-800-TNN-4MOM

[www.nurturingnetwork.org](http://www.nurturingnetwork.org)

## **Title IX of the Education Amendments of 1972**

As a recipient of federal financial assistance for education activities, Santa Clara University is required by Title IX of the Education Amendments of 1972 to ensure that all of its admissions practices (except as permitted by law), education programs and activities do not discriminate on the basis of sex or gender. Sex includes sex, sex stereotypes, gender identity, gender expression, sexual orientation, and pregnancy or parenting status. In accordance with Title IX, federal, and state law, the University will provide reasonable accommodations based on the needs of pregnancy, childbirth, or related medical conditions. Sexual harassment, sexual assault, dating and domestic violence, and stalking are forms of sex discrimination, which are prohibited under Title IX and by University policy. The University also prohibits retaliation against any person opposing discrimination or participating in any discrimination investigation or complaint process internal or external to the institution.

To review the University's complete policy, as well as more detailed information regarding Title IX-related procedures, please see the Office of Equal Opportunity and Title IX website (<https://www.scu.edu/title-ix>).

## **Nondiscrimination, Harassment, and Sexual Misconduct Policy**

Santa Clara University is committed to providing an environment free of gender-based discrimination, including sexual harassment, sexual misconduct, sexual violence and assault, relationship (dating and domestic) violence, and stalking. The University provides resources and reporting options to students, faculty, and staff to address concerns related to gender-based discrimination

and sexual misconduct prohibited by Title IX and University policy, and, through training and education, works to prevent its occurrence. The University seeks to provide a consistent, caring, and timely response when sexual and gender-based misconduct occurs within the University community. When the University becomes aware of allegations of sexual misconduct, it will take prompt and effective action. This action may include an initial assessment of safety and well-being, implementing interim remedies at no cost to the complainant for protection and support, discussing how the complainant wishes to proceed, initiating an investigation, and identifying appropriate avenues for resolution. The University's response will be overseen by the Director of Equal Opportunity and Title IX.

The University's Nondiscrimination, Harassment, and Sexual Misconduct Policy applies to all students, faculty, and staff, and includes any individual regularly or temporarily employed, studying, living, visiting, or serving in an official capacity at Santa Clara University (including volunteers and contractors). The policy applies to both on-campus and off-campus conduct and to online actions that have a potential or actual adverse impact on any member of the University community, or which substantially interferes with a person's ability to participate in University activities, or which could affect a substantial University interest or its educational mission. For more information about reporting, response, and adjudication, please see the University's Nondiscrimination, Harassment, and Sexual Misconduct Policy or contact the Director of Equal Opportunity and Title IX, [www.scu.edu/title-ix](http://www.scu.edu/title-ix)

### Policy Statement of What Constitutes Consent

Consent is conscious, knowing, voluntary and clear permission by word or action to engage in sexual activity.

Affirmative consent means affirmative, conscious, and voluntary agreement to engage in sexual activity. Individuals may experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity.

- If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged.
- For consent to be valid, there must be a clear expression in words or actions that the other individual consented to that specific sexual conduct. Reasonable reciprocation can be implied. For example, if someone kisses Person A, Person B can kiss them back (if they want to) without the need to explicitly obtain their consent to being kissed back.

- Consent can also be withdrawn once given, as long as the withdrawal is reasonably and clearly communicated. If consent is withdrawn, that sexual activity should cease within a reasonable time.
- Consent to some sexual contact (such as kissing or fondling) cannot be presumed to be consent for other sexual activity (such as intercourse). A current or previous intimate relationship is not sufficient to constitute consent.
- Consent in relationships must also be considered in context. When parties consent to BDSM or other forms of kink, non-consent may be shown by the use of a safe word. Resistance, force, violence, or even saying “no” may be part of the kink and thus consensual, so the Recipient’s evaluation of communication in kink situations should be guided by reasonableness, rather than strict adherence to the policy that assumes non-kink relationships as a default.
- Proof of consent or non-consent is not a burden placed on either party involved in an incident. Instead, the burden remains on the University to determine whether its Policy has been violated. The existence of consent is based on the totality of the facts and circumstances evaluated from the perspective of a reasonable person in the same or similar circumstances, including the context in which the alleged incident occurred and any similar previous patterns that may be evidenced.

In determining whether consent was present, in the following scenarios, the Respondent’s belief is not a valid excuse for a lack of consent where:

- Respondent’s belief arose from the Respondent’s own intoxication, being under the influence of drugs, alcohol, or medication, and/or recklessness; or
- Respondent did not take reasonable steps, in the circumstances known to the Respondent at the time, to ascertain whether the Complainant affirmatively consented; or
- Respondent knew, or a reasonable person should have known, that the Complainant was unable to consent because the Complainant could not understand the fact, nature, or extent of the sexual activity because they were asleep or unconscious; incapacitated due to the influence of drugs, alcohol, or medication; or unable to communicate due to a mental or physical condition. “Should have known” is an objective, reasonable person standard that assumes that a reasonable person is both sober and exercising sound judgment.

## **Incapacitation**

- A person cannot consent if they are unable to understand what is happening or are disoriented, helpless, asleep, or unconscious for any reason, including by alcohol or other drugs.
- As stated above, a Respondent violates this Policy if they engage in sexual activity with someone who is incapable of giving consent.
- Incapacitation occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing/informed consent (e.g., to understand the “who, what, when, where, why, or how” of their sexual interaction).
- Incapacitation is determined through consideration of all relevant indicators of an individual’s state and is not synonymous with intoxication, impairment, blackout, and/or being drunk.
- This Policy also covers a person whose incapacity results from a temporary or permanent physical or mental health condition, involuntary physical restraint, and/or the consumption of incapacitating drugs.

As stated above, the question of whether the Respondent “knew or should have known” is determined using an objective, reasonable person standard, which assumes that a reasonable person is both sober and exercising sound judgment.

## **Force**

- Force is defined as the use of physical violence and/or physical imposition to gain sexual access. Force also includes threats, intimidation (implied threats), and coercion that is intended to overcome resistance or produce consent (e.g., “Have sex with me or I’ll hit you,” “Okay, don’t hit me, I’ll do what you want.”).
- Sexual activity that is forced is, by definition, non-consensual, but non-consensual sexual activity is not necessarily forced. Silence or the absence of resistance alone is not consent. Consent is not demonstrated by the absence of resistance. While resistance is not required or necessary, it is a clear demonstration of non-consent.

## Coercion

- Coercion is defined as unreasonable pressure for sexual activity. Coercive conduct differs from seductive conduct based on factors such as the type and/or extent of the pressure used to obtain consent. When someone makes clear that they do not want to engage in certain sexual activity, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point can be coercive.

In evaluating whether coercion was used, the University will consider, based on the totality of the circumstances, frequency, intensity, isolation, and/or duration of the pressure or coercive action.

## Reporting Options

Deciding how to proceed after making the report can be a process that unfolds over time, and it is ordinarily up to the party to decide whether to file a formal complaint. In very rare circumstances, where a community safety concern has arisen, the Director may need to take steps to initiate a formal complaint. The University recognizes that choosing to make a report for the sole purpose of seeking guidance and information and to ask for supportive measures is different from notifying the University with the intent to initiate a University investigation and resolution process. Additionally, no formal complaint or investigation, either campus or criminal, needs to occur for supportive measures to be offered and provided.

There are confidential and non-confidential reporting options available. Confidential means that what a reporting party shares will not be communicated with anyone else unless except in extreme cases of immediacy of threat or abuse of a minor

## Confidential Reporting Options.

Confidential Resources include on and off campus mental counselors, health service providers, local rape crisis counselors, domestic violence resources, and members of the clergy and chaplains. Confidential on-campus resources include:

- Counseling and Psychological Services (CAPS), Cowell Center, 408-554-4501;

- Wellness Center, 862 Market Street, 408-554-4409;
  - The confidential advocate is located in the SCU Wellness Center and offers free, confidential support to students who have been impacted by sexual assault, relationship violence, and stalking. The advocate aims to provide a safer, compassionate, and non-judgmental space for students to explore their options, rights, and resources. To speak with an advocate, please contact Bree Van Ness at **bvanness@scu.edu**.
- Members of the clergy or chaplains (who are acting in such a capacity as conducting a confession etc.).

For more information regarding confidential resources, please see <https://www.scu.edu/title-ix/resources/student/>.

## Non-Confidential Reporting Options

### Reporting to Law Enforcement

In an emergency or if someone is in immediate danger, call 911. The University encourages an individual who has been the victim of a sexual assault, relationship violence, stalking, hate crime, or other potential criminal conduct to report the incident to the police. The report should be made to the police department in the jurisdiction where the crime occurred. Campus Safety Services and/or the Office of Equal Opportunity and Title IX will assist reporting parties, at the person's request, in contacting local law enforcement and will cooperate with law enforcement if a party decides to pursue the criminal process. For more information, see [www.scu.edu/title-ix/reporting/law-enforcement/](http://www.scu.edu/title-ix/reporting/law-enforcement/).

### Reporting to the University

Individuals may contact the Office of Equal Opportunity and Title IX to discuss issues relating to discrimination, harassment, sexual harassment, sexual misconduct, and retaliation without filing a formal complaint or grievance. A report may be accompanied by a request for resources, no further action, a request for supportive measures, and a request to initiate a formal complaint process. A report may be made at any time, including during non-business hours, by using any of the reporting options listed below.

Report directly to the Office of Equal Opportunity and Title IX

- Online Form: Request for Support and Assistance
- By email: **bguthrie@scu.edu**
- By Telephone: 408-554-4113

- In-Person: Loyola Hall, Suite 140, 425 El Camino Real, Santa Clara, CA 95050
- By Mail: Office of Equal Opportunity and Title IX, 500 El Camino Real, Santa Clara, CA 95050

## **Report Anonymously**

Reporting “anonymously” means that the reporting party reports to the University without identifying themselves, and want someone in the University to be aware of the experience, but do not want to be involved in an administrative investigation. The University selected EthicsPoint to provide a direct and straightforward way to anonymously and confidentially report activities that may involve criminal, unethical or otherwise inappropriate behavior in violation of the University’s policies.

### *Anonymous Reporting Form: EthicsPoint Anonymous Reporting form*

EthicsPoint reports are initially shared with the Assistant General Counsel. An anonymous report of alleged discrimination, harassment, sexual misconduct, and retaliation is forwarded to the Director of Equal Opportunity and Title IX, ordinarily within 24 hours. The University may be limited in its ability to investigate or respond to anonymous reports if it does not have sufficient information from which to follow up on such a report.

### *Other campus reporting options:*

Students may report incidents and seek support from other University officials, including:

- The Office of Student Life
- The Office of Residence Life (including Community Facilitators, Resident Directors, Assistant Resident Directors, Neighborhood Representatives, and Assistant Area Coordinators)
- Spirituality Facilitators
- The Office of Housing
- Athletics and Recreation
- The Center for Student Involvement
- The Drahmman Center
- Office of Accessible Education (formerly Disability Resources)
- The Career Center
- Campus Ministry

These University resources are required to report incidents to the Director of Equal Opportunity and Title IX, who will oversee the investigation and resolution process. At the time a report is made, a complainant does not have to decide whether or not to request or participate in an investigation or University resolution process.

### Preservation of Evidence in an Assault

The preservation of evidence is critical to potential criminal prosecution and to obtaining restraining orders, and particularly time-sensitive. The University will inform the Complainant of the importance of:

- Seeking medical care and forensic medical assistance at the hospital, ideally within 24–72 hours of the incident (sooner is better).
- Preserving evidence in a paper bag.
- Individuals considering a forensic exam should go directly to a medical facility in their county.
- Avoiding showering, bathing, washing hands or face, or douching, if possible, but evidence may still be collected even if you do.
- Trying not to urinate.
- If oral sexual contact took place, refraining from smoking, eating, drinking, or brushing teeth.
- If clothes are changed, placing soiled clothes in a paper bag (plastic destroys evidence).

### Support and Assistance

Supportive measures are offered and provided promptly and equitably to either or both the reporting party (or “Complainant” and the responding party (or “Respondent”) upon receipt of any report or Formal Complaint. Supportive measures are intended to address any immediate concerns for health and safety and facilitate an individual’s continued access to their educational program and employment, as appropriate. Reporting parties who come forward will not be forced to participate in an investigation or participate in an informal or formal process that they do not wish to pursue. Supportive measures are non-disciplinary, non-punitive and individualized, as appropriate, as reasonably available, and without fee or charge to the reporting party/Complainant or Respondent. Supportive measures may be requested, modified, or discontinued at any time. These actions may include, but are not limited to:

- Referral to confidential counseling, mediation, and other health services and assistance in setting up the initial appointment (on- and off-campus).
- Referral to advocacy and support services (on- and off-campus).



- Referral to the Employee Assistance Program.
- Visa and immigration assistance.
- Student financial aid counseling.
- Education to the University community or community subgroup(s).
- Making changes to campus housing.
- Altering work arrangements for employees or student-employees.
- Safety planning, such as increased security and monitoring of certain areas of the campus.
- Providing campus escorts.
- Implementing contact limitations (No Contact Directives) or “Be-On-the-Lookout” (BOLO) orders for non-affiliates/banned individuals of the University.
- Providing transportation accommodations.
- Implementing contact limitations (no contact orders) between the parties.
- Academic support (e.g., requesting extensions of time, make-up work, or other course-related adjustments; allowing a student to withdraw or take grades of incomplete without financial penalty, in consultation with the instructor and/department chair and dean’s office).
- Timely Warnings (Clery) to address concerns about broader campus safety.

For more information on supportive and protective measures available to students, please see [www.scu.edu/titleix/resources/supportive-measures/](http://www.scu.edu/titleix/resources/supportive-measures/).

Both Complainants and Respondents may select any person to be an Advisor of their choice. The Advisor may be a friend, mentor, family member, attorney, or any other individual a party chooses to advise, support, and consult with them throughout the resolution process. The parties may choose Advisors from inside or outside of the University community. Parties also have the right to choose not to have an Advisor in the initial stages of the resolution process, before the hearing.

In addition, Parties may also seek guidance from other individuals (support person/advocate) who are not designated as their Advisor for emotional support. A support person or advocate, however, who is not identified as the party’s “Advisor” may not attend or participate in the University’s investigation and resolution process.

For more information about Advisors and Support People, please see <https://www.scu.edu/media/offices/eo/Advisor-Role-Responsibilities.pdf>

## **Sexually Transmitted Infections**

Santa Clara University, a Catholic, Jesuit university, is aware that sexually transmitted infections are a potential health problem for the entire population. Santa Clara University and the Cowell Center–Student Health Services provide educational opportunities about the transmission and prevention of sexually transmitted infections. These educational opportunities are provided with consideration of confidentiality, sensitivity, and compassion. Educational programs address medical information, issues of prevention, and the social, psychological, spiritual, and legal ramifications related to sexually transmitted infections.

Student Health Services provides confidential appointments with a campus physician, a physician assistant, nurse practitioner, licensed vocational nurse, and registered nurses regarding sexual health issues. These appointments may include evaluation, testing, and treatment of sexually transmitted infections.

## **Smoke-Free and Tobacco-Free Policy**

Santa Clara University has adopted a smoke-free and tobacco-free policy on the University campuses in Santa Clara and Berkeley. All University faculty, staff, students, and visitors are covered by this policy.

The term “smoking” means inhaling, exhaling, burning, or carrying of any lighted or heated tobacco product, as well as smoking substances other than tobacco, or operating electronic smoking devices and other smoking instruments. “Tobacco product” means all forms of tobacco, including but not limited to cigarettes, cigars, pipes, hookahs, electronic smoking devices, and all forms of smokeless tobacco. “Tobacco-related” means the use of a tobacco brand or corporate name, trademark, logo, symbol, motto, or advertising message that is identifiable with the ones used for any tobacco product brand or company which manufactures tobacco products.

We encourage all students to take responsibility and inform all visitors of this policy. Any community member may request a smoker to move off campus and those that do not comply can be reported to Campus Safety. Any questions regarding this policy (including exceptions) can be answered by Campus Safety Services or the Office of Student Life.

## **Solicitation Policy**

In order to protect students' right to privacy, and to maintain and promote efficient operations, the University has established rules applicable to all students, faculty, and staff that govern solicitation, distribution of written material, and entry into premises and work areas. (Staff members are also directed to Staff Policy 308: Solicitation and Distribution.)

Solicitation that is prohibited includes, but is not limited to, selling products or services, door-to-door collections or campaigning, flier delivery or posting of materials in facilities owned, operated, or controlled by SCU, including kiosks, light poles, and in parking lots. Solicitors or tradespeople, including those who may be Santa Clara University students, faculty, or staff, are prohibited from entering University housing facilities for the purpose of transacting business and should be reported immediately to the Event Planning Office, Campus Safety, and/or the building staff.

## **Speakers Policy**

The purpose of this policy is to assure the right of free expression and exchange of ideas, to minimize conflict between the exercise of that right and the rights of others in the effective use of University facilities, and to minimize possible interference with the University's responsibilities as an educational institution.

The time, place, and manner of exercising speech on campus are subject to regulations adopted by the University administration. Orderly conduct, noninterference with University functions or activities, and identification of sponsoring groups or individuals are required. Outdoor sound amplification will be permitted only with explicit approval of the Vice Provost for Student Life or designee. (Refer to "Amplification of Sound.")

Members of the faculty, academic departments, staff, administrative offices, or chartered student organizations registered by authorized student government bodies may invite non-University speakers to address meetings on campus. Student groups that have not been registered by authorized student government bodies may not invite non-University speakers to address meetings on campus. If there would likely be extensive public notice or controversy associated with the presence of any speaker on campus, prior notice should be given to the head of the University Marketing and Communications, in the case of likely inquiries from external constituencies of the University or media; and to the Director of Campus Safety Services, in the case of possible protest or disruption. Except for unusual circumstances, the notice should be at least one week before the meeting or event is to occur.

*The presence of a guest speaker on the campus of Santa Clara University does not necessarily imply approval or endorsement by the University of the views expressed by the guest speaker, or by anyone else present at the event.*

The person or organization sponsoring a speaker around whom there would likely be extensive public notice or controversy is responsible for including the above statement in its advertisement, announcements, and news releases. If deemed appropriate, the University administration may also require the above statement be read at the beginning of the event.

Whenever the University administration considers it appropriate in furtherance of educational objectives, it may require either or both of the following:

- That the meeting be facilitated by a person approved by the University administration
- Any invitation to a non-University speaker extended by a chartered student organization, member of the faculty, staff, academic department, or administrative department may be rescinded only if the President, or his authorized designee, determines, after appropriate inquiry, that the proposed speech will constitute a clear and present danger to the orderly operation or peaceful conduct of campus activities by the speaker's advocacy of such actions as:
  - Willful damage or destruction, or seizure of University buildings or other property
  - Disruption or impairment of, or interference with, classes or other University activities
  - Physical harm, coercion, intimidation, or other invasion of the rights of University students, faculty, staff, or guests
  - Violation of law
  - Other disorder of a violent or seriously disruptive nature

### Student Events, Activities, and Organizations

The Catholic, Jesuit character of the University is defined by both spiritual and moral values that arise from Scripture, are rooted in the teachings of the Church and the Society of Jesus, and are consistent with human wisdom. These values, which center on the themes of creation, covenant, and community, include the equality and inalienable dignity of all persons; the recognition that human life is life in community, and that human beings develop, not in isolation, but in interactions with others, interactions characterized by respect for self and others, justice, love, compassion, and truthfulness; an individual and societal commitment to ensure that at least minimum conditions of human dignity are met for all; the acknowledgment

that those members of society with the greatest need require the greatest response; and the understanding that all persons have a right and a corresponding responsibility to be active and productive participants in the life of the community.

As a Catholic, Jesuit institution, the University has both the opportunity and responsibility to teach and to advance the religious and theological tenets upon which it is founded. Just as the very nature of religious belief requires free, uncoerced assent, so, too, the nature of “University” requires a respect for evidence, for investigation, for discovery, and for reason.

We are best served by an educational experience enriched by exposure to differing, and, indeed, to antithetical, opinion. Debating of “uncomfortable” ideas or points of view ought not to be shunned just because it is uncomfortable, for it may stimulate us to think and to think seriously. Thoughtful dialogue in search of truth leads to critical thinking, informed learning, and an honest exchange of facts, beliefs, and points of view. The belief system allowed to go untested is likely to be found weakest in the face of argumentative challenge.

The University has previously recognized this view of education in its mission and goals statement (see the following excerpt).

The University is dedicated to:

1. The continuing development of a community of highly qualified scholars, teachers, students, and administrators committed to an uncompromising standard of academic excellence; providing an education that, in its emphasis on undergraduate education and in its pursuit of selected high-quality graduate and professional programs consonant with such an education, stresses the development of both moral and intellectual values, an education of the whole person, an education constantly seeking to answer not only “what is” but “what should be.”
2. The continuing development of an academic community informed by Catholic principles, a community offering its members the opportunity of worship and for deepening their religious commitment, yet a community enriched by men and women of diverse social, racial, ideological, and religious backgrounds, a community opposed to narrow indoctrination or proselytizing of any sort, a community wherein freedom of inquiry and freedom of expression enjoy the highest priorities.
3. The continuing development of an academic community in which students, teachers, and staff dedicated to the ideals of academic freedom and united in pursuit of truth are actively involved in formulating and in implementing University policies. Because as a university we remain

irrevocably committed to intellectual discourse, we acknowledge, affirm, and defend the right of every member of the campus community to freedom of expression, freedom of association, and freedom of exercise of faith in accordance with the University's stated mission and goals. (A full list of University policies is included in the table of contents of the Student Handbook.)

## Expressive Activity Regulations on the Campus of Santa Clara University

### **Introduction**

Santa Clara University is operated as a privately owned institution of higher education. It has not been dedicated to public uses. The University's sole purpose is, and shall remain that of an institution of higher learning providing an education to its students, which includes encouraging the free exchange of ideas for the purpose of developing knowledge and pursuing truth. The University recognizes and supports the rights of free expression. In view of the University's responsibility to promote free expression, the campus is open, but only to University affiliates (Santa Clara University students, faculty, staff, organizations, departments, and offices), for the purpose of freedom of speech and related expressive activity, subject to the time, place, and manner regulations indicated below. The right of free expression includes, but is not limited to, the right to peaceful dissent, protests in peaceable assembly, and orderly demonstrations such as marches, picketing, protests, vigils, and rallies, and displays.

### **Purpose and Regulations**

The purpose of these time, place, and manner regulations is to guarantee the right of free expression; ensure the safety of students, faculty, and staff; advance the academic mission of the University; and protect the property rights of the University. No person or organization shall engage in expressive activity, conduct, or behavior that disrupts the normal or essential operations of the University, including, but not limited to, classes, residence hall quiet hours, University business, liturgical celebrations, or other scheduled University functions. Nor shall persons or organizations engaged in an expressive activity engage in any conduct or behavior that potentially poses a threat to the safety, welfare, and/or property of the University, its students, faculty, or staff. The Vice Provost for Student Life, in consultation with the Director of Campus Safety Services and the Director of University Event Planning, will determine whether the activity, conduct, or behavior poses an imminent threat and/or disrupts the normal or essential operations of the University. If such a determination is made, the event may be cancelled, postponed, moved, or terminated.

## **Notification**

The Vice Provost for Student Life is responsible for reviewing requests for expressive activity to ensure compliance with time, place, and manner regulations. University affiliates wishing to use the University for purposes of engaging in expressive activity must complete an Expressive Activity Management Form (available from the University Event Planning Office and Center for Student Involvement) at least three business days in advance of the planned activity. The Expressive Activity Management Form must include information about the sponsoring and co-sponsoring organizations, including any proposed participation by non-affiliates. Notification is not required for normal, regularly scheduled, or otherwise routine or essential University activities such as classes, liturgical celebrations, etc.

## **Reservations**

The purpose of a reservation is to assist with communication between those planning the activity and the University Event Planning Office, and/or Center for Student Involvement, and to ensure that adequate services are available for the event. A reservation will secure the appropriate venue for an expressive activity. When reservations are made for an expressive activity event, the following information may be collected: the name, address, telephone number, and signature of the event organizer(s); sponsoring organization(s); the intended topic; the name(s) of the invited speaker(s); and the nature, location, and anticipated attendance at the event.

The University Event Planning Office and/or Center for Student Involvement can identify venues that are most appropriate for the event. In order to ensure equal access to the many groups wanting to use the University for events, there may be times when limits on the length of time that a venue can be reserved by a single group will be imposed.

## **Mission Church**

The Mission Church, including the area bounded by the walkways on each of the four sides of the Mission Church, is an operating Roman Catholic Church. As such, the Mission Church is used exclusively for liturgical celebrations and certain University functions approved by the rector of the Jesuit Community. It is not a permissible location for expressive activity.

## **SCU Noise Level**

Santa Clara University encourages recognized student organizations and all other university entities to bring life to the campus through programming, gatherings, and other means. Event reservations and planning takes into consideration the day of the week, time of day, location, impact upon adjacencies, the academic, administrative, and liturgical processes and upon the local neighborhood. To ensure said events run successfully without the disturbance of other campus activities, the university designates outdoor campus zones that each have their unique ability to host noise related events given the considerations described above. Each zone is designated by specific decibel levels determined based on a respectful distance from adjacent buildings and the activities taking place in those buildings (i.e. classrooms, services, etc.). Events need to be formally requested and approved via the regular business practices of scheduling venues, in a timely manner for all advising and processes to be reviewed. The process for student organizations is by the Center for Student Involvement; non-student entities by the University Protocol & Events Office; and residence halls by the Office of Residence Life. The procedural details can be found on their respective websites. Events that have the potential to have noise carry beyond the university boundaries require appropriate City of Santa Clara.

## **Clean-up of Property**

Each person or organizations engaged in expressive activity shall be responsible for cleaning up any debris or garbage occasioned by their activity, including picking up and properly disposing of any handbills, fliers, or other material distributed as a part of such activity. The event organizer(s) will be charged for failure to provide adequate clean-up and/or if damage to property occurs resulting from, or in any way connected with, the event.

## **Appeals Process**

Should event organizers feel that their rights to expressive activity have been violated, they shall have the right to appeal in the following manner:

1. The appeal shall be in writing and should state with specificity how their rights to expressive activity under this policy have been violated.
2. The appeal shall be filed within five business days of the occurrence.
3. Appeals related to expressive activity sponsored by students shall be filed with the Vice Provost for Student Life. The Vice Provost for Student Life will consult with a student member of the University Policy Committee for Student Affairs in reviewing the request for appeal.



4. Appeals related to expressive activity sponsored by faculty shall be filed with the Provost.
5. Appeals related to expressive activity sponsored by staff shall be filed with the Assistant Vice President of Human Resources.
6. The appropriate official (see Nos. 3–5 above) shall review the information submitted and shall provide a written determination as to the merits of the appeal within five business days of the appeal.
7. The event organizer(s) may then appeal any adverse decision to the University President in writing, within five business days, following the date of the written determination.
8. The University President shall render a final decision regarding the expressive activity and shall provide the event organizer(s) with written notification of this decision within five business days after receipt of the appeal to the President.

In exceptional circumstances, the Vice Provost for Student Life may suspend the published timeline and establish an appropriate procedure for the particular needs of a pending event.

## **Statement Regarding Fraternities and Sororities**

National and local social fraternities and sororities, specifically those organizations with the North-American Interfraternity Conference (formerly known as the National Interfraternity Conference) and National Panhellenic Conference, are not permitted at Santa Clara University. Santa Clara University is not affiliated with, nor does the University recognize, such organizations even if Santa Clara University students are members of those organizations.

## **Student Organizations**

### **Registration**

Students are free to organize and to join associations whose stated purposes are consistent with the University mission and its Catholic, Jesuit character. All student organizations seeking eligibility for University benefits must be registered or chartered with the University and must follow the procedures listed below. Registering or chartering a student organization carries with it certain rights and responsibilities. Registered student organizations (RSOs), and chartered student organizations (CSOs), like registered students, can be held accountable to the standards and norms of conduct and civility that help constitute a Catholic, Jesuit campus community. Registering or chartering an organization says to those who belong to it that their contribution is viewed as

part of the overall educational mission of the institution and that the students must continue to strive to be faithful to that mission. Rightly understood, however, registration or chartering of an organization does not of itself imply an institution's endorsement of particular stands the organization may take.

The following are guidelines for the registration and chartering of student organizations:

1. With the exception of chartered student organizations (CSOs) such as Associated Student Government (ASG) of Santa Clara University, Santa Clara Community Action Program (SCCAP), Activities Programming Board (APB), Into the Wild, Multicultural Center (MCC), KSCU 103.3 FM, *Santa Clara Review*, *The Redwood*, and *The Santa Clara*, Santa Clara University delegates responsibility for the registration of student organizations as follows:
  - A. The criteria for becoming a chartered student organization (CSO) are available on the Center for Student Involvement's website at **[www.scu.edu/csi/organizations/cso/](http://www.scu.edu/csi/organizations/cso/)**.
  - B. All undergraduate student organizations seeking eligibility for University benefits are required to be registered student organizations (RSOs) and approved by the ASG Senate. See the student organization registration website at **[www.scu.edu/csi/organizations/rso/](http://www.scu.edu/csi/organizations/rso/)** for specific registration information.
  - C. Graduate school student organizations seeking eligibility for University benefits are required to be registered by their school's student government. Registration can also be withdrawn by the action of the appropriate student government. See appropriate graduate student organization bylaws for registration procedures.
2. Registration and eligibility for University benefits shall be neither withheld, nor denied on the basis of race, color, religion, gender, sexual orientation, disability, national and/or ethnic origin, age, or any other consideration made unlawful by federal, state, or local laws.
3. Disputes, challenges, and exceptions to the above registration policies shall be presented to the Vice Provost for Student Life or designee.
4. The University administration reserves the right to review such decisions, offer guidance on them, and even intervene when necessary if the educational values and mission of the University appear to be undermined. Santa Clara University seeks to encourage the exercise of responsible freedom; therefore, student representatives should be allowed the greatest possible discretion in making these judgments.

A written request for administrative intervention may be filed with the Vice Provost for Student Life, by the student petitioner, within five working days from the conclusion of the announced decision of the Associated Student Government (ASG) Student Court appeal process. The request for intervention will identify why the petitioner believes the educational values and mission of the University may have been undermined. The Vice Provost of Student Life will notify the ASG that a request for administrative intervention was filed. The Vice Provost for Student Life may consult directly with members of the ASG, if appropriate. The Vice Provost for Student Life will issue a decision regarding the intervention within five working days of receiving the request. The decision of the Vice Provost for Student Life is final.

5. Registering or chartering a student organization in no way implies that the University endorses positions or points of view espoused privately or publicly by the organization, and the student organization should represent itself in ways that make this point clear.
6. All student organizations seeking registration shall, at the time they apply to be registered, meet the following criteria and agree to the following rights and responsibilities:

### **Rights**

- A. Use of the University name in association with the student organization in the manner designated by the institution
- B. Use of University facilities at no charge or at reduced charge
- C. Ability to solicit membership on campus
- D. The opportunity to sponsor events, plan programs, hold fundraisers, and host guest speakers in accordance with relevant University policies
- E. Eligibility to request student activity funding from appropriate sources
- F. Access to campus services, leadership programs, the expertise of a faculty or staff advisor, representation by the respective student government, and the advice and counsel from the appropriate administrative offices
- G. Use of designated posting areas for print and digital material and other communication resources on campus

### **Responsibilities**

- A. The student organization shall be reviewed for compliance of their activities with their constitution, shall have a constitution that states the purpose and goals of the organization and how they are consistent and compatible with the mission and goals of the institution and its

Catholic, Jesuit character. Any changes in an organization's constitution related to the purpose of the organization will require review of the organization's registration status

- B. The constitution and other registration or chartering materials should include a statement with respect to the student organization's affiliation, if any, with off-campus organizations
  - C. The student organization should agree to institutional policies and procedures appropriate to the organization's activities and conduct both on and off campus
  - D. The student organization shall ensure that all leaders and officers meet the "Eligibility Policy for Participation in Student Activities"
  - E. The student organization should agree that the exercise of freedom of expression will be peaceful and non-disruptive, with appropriate consideration of and respect for differing points of view
  - F. The student organization should seek the advice and counsel of its advisor
  - G. The student organization shall ensure that activities and programming are consistent with the organization's constitution and bylaws (or similar documents) as well as adherent to University policies and local, state, and federal laws including Title IX, Section 504 of the Rehabilitation Act, Americans with Disabilities Act, and NCAA bylaws
  - H. The student organization shall operate on a non-profit basis
7. Clarification and interpretation of the above guidelines will be provided as needed by the Vice Provost for Student Life or designee.

### Activities Regulation

1. The University reserves the right to:
  - A. Limit or restrict the on-campus activity of any student organization, registered or unregistered, or any individual whose purposes are directly contrary to the institution's stated mission and purpose and its Catholic, Jesuit character
  - B. Exclude funding or other forms of University support for particular events that involve the organized advocacy of positions or activities deemed contrary to the institution's mission and its Catholic, Jesuit character
2. The University also has the right to regulate the time, place, and manner of all on-campus student activities and expression, and to prohibit any activity, speech, or expression that is deemed by the administration to create a clear and present danger of:

- A. Blocking roadways or walkways or common areas
  - B. Restricting or preventing physical access to campus buildings
  - C. Generating excessive noise
  - D. Interfering with or disrupting classes or unlawfully interfering with other campus events or activities
3. In addition, the University has the right to prohibit, prevent, or stop expression which, by its content:
- A. Presents a clear and present danger of inciting violence or unlawful behavior
  - B. Advocates the physical harm, coercion, intimidation, or other invasions of personal rights of individual students, faculty, staff, administrators, or guests
  - C. Violates University policies regarding harassment and student conduct
  - D. Advocates willful damage, destruction, or seizure of University buildings or other campus property; destruction or interference with University classes; or unlawful interference with University events or activities
4. The University has the right, through its Student Conduct System, to impose discipline, as deemed appropriate, on any student or student organization whose oral or written expression violates University policy or codes of conduct, or goes beyond that which is protected by this particular policy.

## Scheduling

All activities held by registered student organizations (RSOs) and chartered student organizations (CSOs), other than an informal business meeting, must be scheduled by the appropriate University office.

Events scheduled inside a residence hall must end by the start of quiet hours, unless prior permission is granted by the appropriate resident director or area coordinator. Events held in outdoor areas adjacent to residence halls and Benson Memorial Center must end by nightfall Sunday through Thursday and by midnight on Friday and Saturday.

## Risk Management

Student organizations planning an event must follow risk management strategies. Risk management strategies may include, but are not limited to, the review of contracts, transportation, fire and safety regulations, crowd-safety and

security, instructor/facility certification, accessibility for disabled individuals, hosting minors, food safety, and waivers and insurance. For additional information, contact the Center for Student Involvement.

### **Amplified Sound**

Organizations wishing to have amplified music at an outside event must obtain specific approval from the manager of the facility being reserved. Approval then must be granted from the City of Santa Clara for an outside noise permit. The general hours available for outdoor amplification of sound are: Friday from 4:30 p.m. to 10 p.m., Saturday from 11 a.m. to 10 p.m., and Sunday from 11 a.m. to 5 p.m. Outdoor amplification is not permitted Monday through Thursday. No outdoor amplification is allowed during the undergraduate and graduate final exam periods and law school reading period, final exam periods, and commencement. Amplification of music or speech is not permitted in outside areas immediately adjacent to classroom buildings while classes are in session.

### **Student Records and Release of Information**

The Family Educational Rights and Privacy Act of 1974 (FERPA) protects the confidentiality of the University records of Santa Clara University students. A student is any person who attends or has attended class, which includes courses taken through video conference, satellite, Internet, or other electronic and telecommunication technologies, and for whom the institution maintains education records. The University is authorized under provisions of the Act to release directory information to any person on request, unless a student explicitly requests in writing that the University not do so and keep directory information confidential.

A student's directory information is designated as follows:

1. Student's name
2. Address: Campus post office box, local, and permanent addresses (residence hall and room numbers are not disclosed)
3. Telephone number
4. Email address
5. Photograph
6. Date and place of birth
7. Major field of study
8. Classification level/academic level

9. Dates of attendance (defined as academic year or quarter)
10. Participation in officially recognized activities and sports
11. Weight and height of members of athletic teams
12. Degrees (including expected or actual degree date), honors, and awards received and dates
13. Most recent educational agency or institution attended

During the registration period and throughout the academic year, students may request in writing through the Office of the Registrar that directory information be kept confidential. Once filed, the request remains in effect until the beginning of the next academic year or a shorter period if designated by the student. Graduating students must notify the Office of the Registrar in writing to remove the nondisclosure notation from their record.

The University is authorized under FERPA to release educational and directory information to appropriate parties without consent if the University finds an articulable and significant threat to the health or safety of a student or other individuals in light of the information available at the time.

Former or current borrowers of funds from any Title IV student loan program should note carefully that requests for nondisclosure of information will not prevent the University from releasing information pertinent to employment, enrollment status, current address, and loan account status to a school lender, subsequent holder, guarantee agency, the United States Department of Education, or an authorized agent.

Students have the right to inspect and review their educational records at the following offices:

1. Official academic records, including application forms, admission transcripts, letters of acceptance, and a student's permanent academic record are on file and maintained in the Office of the Registrar
2. Working academic files are also maintained by the Drahnann Center
3. Records related to a student's nonacademic activities are maintained in the Office of Student Life
4. Records relating to a student's financial status with the University are maintained in the various student financial services offices

Certain records are excluded from inspection, by law, specifically those created or maintained by a physician, psychiatrist, or psychologist in connection with the treatment or counseling of a student. Parents' financial information, including statements submitted with scholarship applications, is also excluded from inspection, by law. Third parties may not have access to

educational records or other information pertaining to students without the written consent of the student about whom the information is sought.

Students have the right to request the amendment of their educational records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. Students may direct complaints regarding academic records to the dean of the college or school in which they are enrolled or to the University registrar. In addition, students have the right to file a complaint with the United States Department of Education concerning alleged failures by the University to comply with the requirements of the Act. Written complaints should be directed to the Family Policy Compliance Office, Department of Education, 400 Maryland Ave. SW, Washington, D.C. 20202-5920.

For further information regarding Santa Clara University's FERPA policy, see [www.scu.edu/ferpa](http://www.scu.edu/ferpa).

## Transportation

### Vehicles

Parking on campus requires a valid parking permit or visitor pass at all times. Term parking permits are purchased through eCampus. Daily passes may be purchased at the main entrance kiosk, Transportation Services, or Campus Safety Services. SCU parking regulations are posted at <https://university-operations.scu.edu/campus-safety/parking-and-transportation-services>.

### Parking Permits

Permit parking is enforced in lots B, E, and F Monday through Friday from 6 a.m. to 8 p.m. and in residential lots 24 hours a day, 7 days a week (SCU holidays excepted, or unless otherwise posted). Visitor parking spaces are reserved for University guests. Temporary visitor permits may be obtained at the main entrance kiosk, Transportation Services, or Campus Safety Services. Spaces marked "Reserved" or "Enforced 24 Hours" may result in a vehicle being towed at the owner's expense.

Enforcement of parking regulations is carried out by Campus Safety/Transportation Services. All citations are turned over to a contract citation-processing administrator. Unpaid parking fines will result in the placement of a hold on the student's University account. The accumulation of five or more unpaid parking citations may result in the towing and storage of the vehicle by any law enforcement agency until the citations are cleared. Three or more unpaid citations may result in the vehicle being immobilized.



Parking is authorized only in designated lots and spaces according to the class of the permit displayed on the vehicle. Anyone parking a car on campus should check for signs posted at the entrances plus interior signs and surface stencils to ensure that he/she is parking in an authorized space. The parking regulation brochure also includes a map showing the type of parking authorized in the various spaces.

Red zones are emergency access lanes and must be kept clear at all times. Vehicles parked in red zones will be towed at the owners' expense.

### Hoverboards, Skateboarding, In-line Skating, Roller Skating, and Bicycle Riding

The disturbing, reckless, or unsafe riding of skateboards, in-line skates, roller skates, or bicycles on campus is prohibited. Any riding that endangers the safety of pedestrians, damages University property, or creates a noise nuisance is prohibited under this policy. Tricks, stunts, acrobatic actions, or other actions likely to cause personal injury or damage to University property are specifically prohibited.

The use, possession, or storage of hoverboards is prohibited in all campus buildings, including residence halls and Neighborhood Units, and on all other areas of campus, including walkways and parking lots.

Due to the potential risk of harm to the participant, others, and/or damage to property, this policy also applies to other recreational activities such as slacklining\*, an activity that involves stretching nylon webbing between two anchor points at different heights for the purpose of walking across and doing stunts.

*\*Note: To locate spaces on campus where slacklining is allowed, go to:*  
***<https://www.scu.edu/recreation/facilities/slacklining/>***

The operation of vehicles, including bicycles, mopeds, motor scooters, and motorcycles, in the parking lots and interior streets of the campus is governed by the University parking and traffic regulations. Enforcement of this policy is the responsibility of Campus Safety Services (408-554-4441). Violations of the policy may be subsequently dealt with in the following manner:

- Students—through the Student Conduct System;
- Employees—through the employee disciplinary process;
- Nonaffiliates—through trespass, malicious damage, or other sections of public law as are appropriate.



# HOUSING AND RESIDENCE LIFE POLICIES, PROCEDURES, AND STANDARDS

*The University policies, procedures, and standards apply to all students. In addition to these, the following policies, procedures, and standards apply to students living in University housing facilities.*

## Introduction

Living in University housing requires all individuals to be responsible and respectful of the policies, procedures, and standards that have been established to protect each student, to ensure personal and University property is well-maintained and protected, and to maintain a reasonable sense of order and structure. The items identified assist us in providing a safe, clean, academic environment. Additional information for students living in University housing is provided in the University Housing Contract.

By choosing to live on campus, students agree to:

1. Develop, embrace, and hold others accountable for the Community Standard Agreement for the community
2. Accept responsibility for their actions and for the actions of those they bring into the community
3. Use the Roommate Agreement form to aid in creating a respectful and comfortable living situation
4. Respect and cooperate with custodial staff, maintenance staff, and University personnel who work within the community

A two-year residency requirement was instituted beginning with the class of 2025 (entering fall 2021).

In support of the residential nature of Santa Clara, and the University's commitment to integrated education, all unmarried, full-time undergraduate students are required to live on campus during their first and second year, unless the student has been approved for an exception or space is not available to accommodate this requirement. Class year is based on total academic years in college. On-campus residency is required until a student is in their third year of college.

Exceptions to the residency requirement are considered based on medical or religious conditions which cannot be accommodated in on-campus accommodations, situations in which living on campus would result in severe financial burden or family hardship and exceptions for students who live with immediate family in their primary residence within 30 miles of campus. Additional information can be found at [scu.edu/living](https://scu.edu/living).

Should a student be found responsible for violating university and/or Housing and Residence Life policies, their Housing Contract can be canceled.

**Housing Contract Cancellations** are most times extended through the academic year. If a contract is canceled for a first-year student the contract would be canceled for the remainder of that year with the expectation that they return to live on campus for the required sophomore year.

If a student has their housing contract canceled, the student shall be subject to prorated room charge plus a cancellation fee of \$700 charged to their student account. The amount left on the student's resident dining account will be refunded based on the amount available at time of official check-out. Questions related to billing after contract cancellation can be directed to the Housing Office.

## Justice Starts Here

The Offices of Housing and Residence Life affirm and celebrate the dignity of all people. By entering into the residential communities, you agree to actively, intentionally, and continuously engage each member and guest in discussion and celebration of both our incredible differences and our unifying commonalities. We welcome you in joining us to meet our goal of creating a community where Justice Starts Here—in your home!

## Celebrating the Dignity of All People

The Offices of Housing and Residence Life recognize that the University community is comprised of individuals who represent diversity on many levels and celebrate this diversity, which includes, but is not limited to: thought, age, race, ethnicity, socioeconomic status, sexual orientation, gender, gender identity/expression, ability, medical condition, religion, belief system, culture, ancestry, nationality, military/veteran status, marital status, and body image.

**LISTEN:** to the stories of others. In the spirit of Magis, we seek not only tolerance of each other's unique identities, but a greater understanding and holistic acceptance. By entering into the community, you are agreeing that you and your guests are equally accountable to each other for the words and actions that take place within the community. We will strive to create a

community where listening takes priority in conversation. From listening will come understanding, positive and educational dialogue, and appreciation.

**SPEAK:** find your voice and be a voice for others. By entering our community we empower you to respectfully confront and report instances of intolerance, injustice, and hate. We ask that you be open to being challenged on your own words, actions, and inactions with humility and that you understand that our intentions can be very different than our impact. We hope that through sustained dialogue our community can restore broken relationships and find opportunities for healing and growth.

**ACT:** take personal responsibility for yourself, others, and this community. We embrace the philosophy that all persons who are marginalized, ridiculed, and demeaned in our community for their identities—visible and invisible—are entitled to a safe space in our home. It is the responsibility of each member of the Santa Clara University's Housing and Residence Life community to create this safe space for all. We strive for an atmosphere of inclusion and unity within our community at all times. We will not tolerate hateful talk or actions that make people feel unsafe in our community.



**Listen:** to the stories of others

**Speak:** find your voice and be a voice for others

**Act:** take personal responsibility for yourself, others, and the community

## Housing and Residence Life Community Operations and Policies

The following section outlines many of the policies and procedures necessary for building a respectful community and providing for efficient residence hall operations. These policies are established for the health, safety, security, and well-being of on-campus residents. Penalties for violating any of the following policies range from a warning up to a maximum fine of \$500 per person, per violation, depending upon the severity of the incident, and/or referral to the University Student Conduct System.

### Alcohol and Marijuana Policies Within University Housing

This section applies to policies specific to University Housing. For university policy information, see the “Student Conduct Code” and “Student Conduct System” for additional information. Students may not be in the presence of, possess, distribute, or use marijuana (for medicinal or recreational purposes) in

any property owned or controlled by the University. See Marijuana Policy” for additional information.

In the interest of maintaining a safe and healthy living and learning environment, students are expected to either discourage misconduct, including the use of alcohol, marijuana, and other drugs, or report such violations. Students are responsible for removing themselves from all situations where alcohol, marijuana, or other drug policy violations are present. If a student chooses to not take such action and simply remains in the presence of the alcohol, marijuana, or other drug use, then they may also be in violation.

Any person under the age of 21 who is in possession of alcohol or is in a room where alcohol is knowingly or unknowingly present will be assumed to have been consuming alcohol, as it is difficult to determine who was drinking and who was not.

Students of legal drinking age (21 years or older) may consume and possess alcoholic beverages in the privacy of their own rooms in the residence halls and apartments, provided the space is not shared with an underage roommate. Regardless of age, excessive and inappropriate use of alcoholic beverages is strictly prohibited, whether or not consumption occurred on or off campus.

Students hosting guests (including fellow SCU students and non-SCU guests) are responsible for their guests’ adherence to the policy.

Possession and/or consumption of alcoholic beverages in public areas is prohibited. Public areas in residence halls refer to all areas other than individual rooms or living spaces, including but not limited to rooms with open doors, rooms with closed doors to which attention is attracted by noise, hallways and corridors, lounges, restrooms, and outdoor areas including private patios.

Empty alcohol containers, paraphernalia, and/or packaging within a student’s room (including those decorative in nature) will be considered the property of the student. Students and their guests can be held in violation of the Alcohol Policy if there are empty containers and/or packaging materials in their rooms.

**Air conditioners** of any type (window or stand-alone) or size are not permitted at any time in University-operated student housing buildings. If you require the use of an air conditioner, please contact the Housing Office.

**Amplified musical instruments and drums** are not permitted due to noise levels. Stereo equipment is permitted; however, the Residence Life staff reserves the right to regulate the sound level and to require that residents remove sound equipment from the residence halls if problems with excess noise persist.

**Appliances** are permitted as long as they pose no undue safety risk, include no exposed heating elements, or do not unnecessarily over utilize building utilities. Appliances that create undue safety risks are not permitted within the residential living community. The University reserves the right to require the use of Energy Star rated appliances.

<b>Approved appliances</b>	<b>Unapproved appliances</b>
Clocks	Air conditioners
Computers	Ceiling fans
Desk lamps	George Foreman style home grills designed for indoor, countertop use
Fans	Hot plates
Hair dryers	Space heaters
Hot pots with non-exposed coils	Sun lamps
Microwaves	Toasters*
Refrigerators (Energy Star certified and 4.5 cubic feet or smaller)	Torchiere halogen lamps
Televisions	Window appliances (humidifiers, etc.)

*\* Are permitted only in Graduate housing, Casa Italiana, Sobrato, and University Villa Apartments and Neighborhood Units.*

**Bikes** may be stored in a student's room or apartment. Bikes, however, may not be stored in hallways or other common areas within the halls. For safety reasons and to meet fire codes, bikes must not be attached to stairways or exit areas.

**Candles/open flames/incense** are considered extremely dangerous due to the potential of fire and are prohibited. Unburned candles or incense sticks are also not permitted. Students may not create open flames of any kind for any reason in any University housing facility location. Grills cannot be used in or near residence halls, apartments, or on private student patios/balconies without authorization from appropriate housing and residence life staff. Grills are not allowed to be stored in any University-operated student housing. All violations of this policy are considered to be serious as open flames pose the largest single safety threat to University housing facilities.

**Check-in/check-out procedures** are important processes for all residents to follow. Upon arrival, you will receive access to the on-line Room Inspection Inventory (RII) in which you will be able to comment on the condition of your room and common spaces within suites and apartments. The RII will protect you from being held responsible for damages that existed in your space prior to your occupancy. The electronic RII will protect you from being held responsible for damages that existed in your space prior to your occupancy.

All residents must follow certain check-out procedures as outlined by the Offices of Housing and Residence Life when moving out of your assigned space.

Undergraduate residents will check out utilizing the Check-Out process. Although charges incurred during the Check Out process are not able to be appealed through the University appeal process as detailed in this handbook, information/clarification regarding charges incurred can be obtained by contacting the Housing Office no later than twenty one (21) calendar days after the charge has been posted to your SCU bursar account.

Graduate residents must follow check out procedures as outlined by your building staff, and will require the Check-Out process. Although charges incurred during the Check-Out Agreement Form process are not able to be appealed through the University appeal process as detailed in this handbook, information/clarification regarding charges incurred can be obtained by contacting the Housing Office no later than twenty one (21) calendar days after the charge has been posted to your SCU bursar account.

If you are moving out prior to the end of the academic year, you must contact the Housing Office to request a cancellation and, if approved, a decision about a possible refund will be determined. Remember, the University Housing Contract is in effect for the entire duration of a full academic year. Cancellation requests are reviewed on a case-by-case basis. You are expected to check out no later than 24 hours after your last final exam.

**The Check Out** is a process that is required of all undergraduate residents as well as graduate residents. You must follow instructions provided to you by the Offices of Housing and Residence Life. The final assessment/walk-through of your space will be conducted by staff members of the Offices of Housing and Residence Life after you have moved out of your space. This assessment/walk-through will be conducted before any other person takes occupancy of your vacated space. Although charges incurred during the Check-Out process are not able to be appealed through the University appeal process as detailed in this handbook, information/clarification regarding charges incurred can be obtained by contacting the Housing Office no later than twenty one (21) calendar days after the charge has been posted to your SCU bursar account.

**Closing and opening:** All residence halls/housing facilities will close at specified times as announced by the Offices of Housing and Residence Life, though you are expected to check out no later than 24 hours after your last final exam.

All residence halls/housing facilities, except for Neighborhood Units, University Villas and Graduate facilities, close at the end of the fall quarter and re-open for the winter quarter at 9:00 a.m. the day prior to the first day of classes. You are expected to vacate your room and building at the scheduled times and to properly follow all check-out procedures. Failure to vacate in the specified timeframe will result in the immediate removal of access to University housing, possible accrual of additional fees (packing, moving, storing of personal items, etc.), and possible University disciplinary action.

**Commercial/business use of facilities** is prohibited. Students may not use their apartments, or any University housing facility for commercial/business purposes. This includes use of data and cable TV connections/lines, as well as University-furnished mailbox numbers. Solicitation and/or the distribution of published materials and fundraising may be conducted only in accordance with University policy. Establishment and use of private wireless gaming, data, or communication networks is subject to review of Housing and Residence Life and/or designated SCU staff.

**Common-area space** (lounges, hallways, and restrooms) is for the use and enjoyment of all residents. Common-area spaces are frequently used for individual studying, group study sessions, and occasionally for classes. Located in various lounges are pool tables, televisions, microwave ovens, pianos, ping-pong tables, kitchenettes, and study areas. Residents are responsible for the day-to-day upkeep of these areas. Lounge furniture, cushions, or any University property must not be removed from common-area spaces. Students and guests are prohibited from sleeping in common areas. Walls and/or ceilings in common areas should not be more than 10% covered by combustible material like paper or fabric.

**Community damage** is damage done to public areas that would not be considered individual room damage. The public-area losses or damages that are preventable (such as broken windows, stolen furniture, light fixtures, and elevator vandalism) and are not assignable to individuals will be billed in equal amounts to the floor or building community, or as determined by building staff. It is the responsibility of all residents to be aware of their environment and to hold students who vandalize property accountable.

**Consolidation** is necessary when numerous students are living in rooms or apartments without roommates. Requests to consolidate will happen no later than the fifth week of the spring quarter. To make the best use of available space, students who want to pay the double room rate need to consolidate with other students. When possible, students living alone in double rooms will be offered the opportunity to rent their double room as a single, at an increased cost.



**Contracts** for University-provided undergraduate and graduate student housing are legally binding documents and should be read carefully and retained for future reference. Copies of all contracts can be found on the On-Campus Living website. Policies for suspending or terminating a contract can be found in the documents.

**Dropping objects out of buildings or throwing objects at buildings** (windows, balconies, etc.) is strictly forbidden. Due to the obvious danger, as well as potential for broken windows, the throwing of anything at or dropping of anything from University residences is not tolerated.

**Elevators** are located in various halls for the convenience of the residents and their guests. It is expected that the elevators will be used properly. Overloading (too many occupants), jumping or swaying in elevators, or the misuse of elevator equipment is a serious safety risk and is strictly prohibited. Costs associated with misuse will be charged to the community or the individual(s), if known.

**Exits, doorways, and all hallways** must have minimum of a 48-inch clearance from obstructions such as boxes, bicycles, and mattresses, at all times.

**Extension cords** are not permitted in University residence halls or apartments at any time, for any reason, per California State Fire Code. See “Power Strips” for further information. **Power strips** are permitted only if they are UL-approved, circuit breaker-type and their use must be kept to a minimum in University residence halls, Neighborhood Units, and apartments. Students must follow manufacturer guidelines in order to ensure that they are not overloaded. **Exits, doorways, and all hallways** must have minimum of a 48-inch clearance from obstructions such as boxes, bicycles, and mattresses, at all times.

**Fire safety equipment** has been installed in most buildings to provide maximum protection from fire. This equipment includes pull stations, pull station covers, smoke/heat detectors, sprinklers, water hoses, door hold open hardware, fire alarm panels, and fire alarm lights and horns. It is imperative that this equipment be properly respected and maintained. If equipment is not working properly, you must report it immediately to University staff. A student found tampering or fraudulently using this equipment places the community at risk and the disciplinary response will be severe. Disciplinary action may include a maximum disciplinary fine in addition to possible University housing expulsion and possible suspension from the University. The Santa Clara Fire Department may also investigate such activity and may prosecute offenders.

**Furniture**, other than University issued, must adhere to all California state fire codes. All furniture must be flame retardant. Upon checking out, students are required to return furniture to its original configuration. Water beds are not permitted inside University residence halls or apartments at any time. All University-issued furniture must remain in designated room or apartment and is not be taken outside. Beds in the University Villas community can only be bunked and unbunked by Housing staff and only in spaces designated for bunked beds. Only furniture that is rated/designed to be outside can be used or placed on patio or porch areas.

Furniture that is designed for indoor use shall not be placed in any outdoor gathering spaces, such as porches, balconies, patios, or yards.

**Guests** of residents are welcome in University residence halls, Neighborhood Units, and apartments, lounges/study rooms, and public spaces at any time provided they are accompanied by an SCU student. Guests are defined as any person who is not contracted to live in the residence hall, Neighborhood Units, or apartment where they are present. This definition includes other SCU students who live in other residence halls or who live off campus.

Students are responsible for the actions of their guests (both SCU and non-affiliate) and will be held accountable for any violations of University standards, policies, or procedures by a guest. Students must physically accompany their guests at all times while they are present in residential facilities, including when entering and exiting the facility. Residents should not allow guests to wander the residence halls unescorted. Responsibility lies with the resident responsible for the guest, in addition to the individual creating the problem.

Guests of residents are permitted to stay overnight in the residence halls. Any guest who intends to stay longer than three consecutive nights or for more than a total of seven nights each academic year must obtain prior written permission from Residence Life staff. Given the values of Santa Clara University, cohabitation is not permitted in University residence halls or apartments.

Residents must obtain approval from their roommate(s)/suite(s) before hosting an overnight guest. If the presence of a guest, regardless of whether the guest is, or is not, another student, denies the roommate/suite(s) the right to a reasonable amount of privacy, the roommate/suite(s) is encouraged to discuss this first with their fellow resident. If the students are unable to reach agreement on this matter, the students are encouraged to seek the assistance of the residence hall staff by speaking to their Community Facilitator (CF) or Neighborhood Representative (NR). If necessary, the University reserves the right to limit the guest privileges of a student.

The University reserves the right to remove guests from campus who are found in violation of policy.

**Halogen-bulb lamps** have been the cause of multiple residence hall fires around the country. To promote the safety of students living in residence halls, torchiere halogen-bulb (i.e., floor lamps) lamps are not permitted in any residential community, including Neighborhood Units.

**ACCESS key cards or Mobile Credentials** should be in your personal possession at all times. Do not loan out your residence hall or apartment Access card or Mobile Credential to anyone. Students should immediately report lost or stolen Access Cards or Mobile Credentials to the Housing Office, or Campus Safety after hours or on weekends. Residents will be charged \$20 for replacement of an ACCESS key card.. If you drop your Access card down the elevator shaft or a sink, you will be held responsible for any resulting maintenance expenses.

**Light fixtures and fire equipment** (sprinklers and smoke detectors) should never be used to hang things from and must never be tampered with or turned off in any fashion. All room/space fixtures (including but not limited to appliances, electrical outlets and switches, plumbing, and door hardware) are not be removed or altered in anyway.

**Lockouts** are managed by the Housing Office, and Campus Safety Services. Should you be locked out of your room between 8 a.m. and 5 p.m. Monday through Friday, you may check out a temporary key card in the Housing Office in Benson Center, Room 212. This includes Neighborhood Units residents. After 5 p.m. on weekdays, you must contact Campus Safety Services.

The Offices of Housing and Residence Life recognize that students will occasionally lock themselves out of their room. Residents who check out temporary key cards, or call Campus Safety Services for assistance more than three times in the academic year will be subject to fines. The first three (3) lockouts during the academic year will not result in a fine. However, after the third lockout, there will be an incremental fee structure beginning at \$50 for the fourth lockout, \$75 for the fifth, and \$100 for any lockout thereafter. Students should take great care in securing their ACCESS key card or Mobile Credential when leaving campus for break periods. Due to the high volume of lockouts during the first 24 hours after a break period, the Housing Office reserves the right to increase the fine up to \$100 for lockouts performed during this period.

**Lofts** (other than University-issued loft furniture) are not permitted due to the City of Santa Clara fire marshal's mandate, and the University Risk Management Office. Improperly lofted or bunked beds using University-issued furniture components, furniture elevated using "stilts," and furniture assembled/supported using cinder blocks, other furniture, or homemade structures are not permitted.

However, residents of Neighborhood Units may use their own purchased lofts so long as the loft furniture was designed as a bunk or lofted bed. Residents are *not* permitted to build their own lofts. Lofts may not be attached to any physical structures within the Neighborhood Unit. The Housing Office will supply a University-issued loft (either full size or XL twin) to residents of Neighborhood Units who submit a request by published due dates.

**Neighborhood Unit Large Gatherings:** Students should be aware that all means of exit should remain free and clear of all obstructions as it is never known when these may be needed during an emergency. Overcrowding can also hinder access to and use of these same exits. Controlling or regulating the number of students who attend social functions at off-campus housing facilities must be considered.

Neighborhood Unit residents are responsible for making sure gatherings do not cause a safety issue. Residents must be aware that having a large number of guests on the premises may create safety problems when exiting the building or the area outside the property.

**Noise/quiet hours** pose a common problem when large groups of people live under one roof. Because of this, residents are expected to be considerate of other residents at all times, including respecting others' rights to sleep, to study, and generally, to not be disturbed. Yelling out windows or into buildings is not permitted. Quiet hours (sound level confined to one's room) are in effect from 11 p.m. to 10 a.m. Sunday through Thursday and from 1 a.m. to 10 a.m. Friday and Saturday. All other times are considered courtesy hours, which means students must comply with any request to be quieter. During final exam periods, quiet hours are in effect 24 hours a day.

**Occupancy limits** for each residence hall room or living space are based on California State Fire Code. No more than:

- 8 persons may be present in any standard double residence hall room
- 6 persons in any suite or apartment bedroom
- 6 persons in a studio apartment
- 8 persons in a one bedroom apartment (including those in the bedroom)

- 10 persons in a two bedroom suite or apartment (including those in bedrooms)
- 20 persons in a four bedroom suite or apartment (including those in bedrooms)

**Personal property insurance:** The University assumes no responsibility for damage to personal property due to fire, theft, water leaks, interruption of utility service, doors left unlocked, or other causes. Residents are strongly encouraged to consider purchasing personal property insurance to cover loss or damage to personal property or facilities.

**Pets** are only allowed in University-operated student housing when they reside with a live-in residence hall faculty or professional staff member. All pets must be leashed and kept at a minimum standard level of restraint at all times while inside residence hall facilities.

Due to health and sanitary regulations, students and guests are not to bring pets inside University-operated student housing at any time. Fish that are living in containers that have a volume capacity of less than five gallons are permitted.

**Repairs and custodial services** are provided by Facilities. If your room needs a repair, you may submit a work order online via eCampus. Reporting common-area maintenance problems to your building staff will keep your lounges, bathrooms, and hallways in top condition. If an emergency repair is needed (such as an overflowing toilet), report it to the first person you can reach, in the following order: your building staff; your service desk; the Community Facilitator on duty from 7 p.m. to 8 a.m., and all day throughout weekends; the Housing Office, open weekdays from 8 a.m. to 5 p.m. at 408-554-4900. If none of these options are available, call Campus Safety Services at 408-554-4441.

**Resident room doors** cannot be completely covered and must be recognizable as a door to emergency responders. Door handles/hardware, name tags, room numbers, etc., cannot be covered. Paper decorations should not exceed 80 percent of the door. Room doors must remain in the closed position at all times unless (1) a person is actively moving through the doorway in order to gain entry or exit the room, (2) the door can be held open using a University-installed magnetic door hold device, and (3) the room door opens onto an outside corridor.

**Residence room numbers** must be clearly visible and unobstructed at all times on all doors for security and safety reasons.

**Restrooms** must only be used for whom they are designated (i.e. male, female, or gender neutral) and are closed during the custodial cleaning time. Times for cleaning will be posted on restroom doors. No one is allowed to enter the restroom for any reason while the custodian is inside cleaning the restroom.

**Roofs, ledges, and windowsills** are not available for use by students or for the placement of a student's belongings. Due to the obvious danger present, disciplinary action may include the maximum disciplinary fine with possible suspension from the University.

**Room alterations and decorations; painted walls:** Decorations for your room consisting of sheets, nets, curtains, or large pieces of material hung or draped from the ceiling and walls is not permitted due to the combustion hazard they present. Pieces of any material covering more than 50% of the total wall or ceiling area or fabric above the bed in any residential space is prohibited. Room decorations should not be hung from the ceiling T-bar metal framing that supports the ceiling tiles. Additional information regarding room decoration guidelines can be found at [www.scu.edu/living](http://www.scu.edu/living).

Painting is completed by Facilities personnel or painting contractors. Because a great deal of effort is expended in repainting student rooms, residents are not permitted to paint their rooms or apartments. Students will be held responsible for any and all damage done to walls, windows, doors, or furniture.

To prevent damage to the painted walls in your space, we encourage the use of push pins to post items. For buildings with concrete walls, we encourage the use of removable mounting putty. The use of any other adhesive or hanging hardware, including screw, large nails or pins, 3M command strips, blue tape, or double stick tape is not recommended and often will result in wall damage charges.

**Room and building security:** Propped open exterior doors seriously jeopardize the security of the residents and property within the building. NEVER PROP OPEN ANY EXTERIOR DOOR. The University reserves the right to fine communities where propped doors are repeatedly found. Entrance into residence halls is by ACCESS card only. Residents should always escort guests into the buildings and should not allow guests to wander the facilities unescorted. Students are responsible for locking their resident room doors and securing their room windows when they are not present, or while sleeping. The University is not responsible for personal property. See "Personal Property Insurance" on page 90.

**Room assignments** are made with special attention to the learning community preference and the compatibility of the students. The University reserves the right to assign student rooms and apartments to make the most effective use of available space, to reassign students at any time, and to use unallocated space in any residence hall or apartment. This agreement does not guarantee specific assignments or roommates.

**Room changes and swaps** are allowed according to established guidelines. Residents are encouraged to work out any difficulties they have with their roommates directly and proactively. If, however, a situation arises where irreconcilable conflicts exist, a room change might be possible during the established room-change period. Residents with roommate problems should contact their Community Facilitator or Neighborhood Representative first and then submit the proper form prior to the move. Room changes are not allowed during the first three weeks of the Fall quarter so that staff may complete accurate rosters and so that roommates will not request changes based on initial impressions. Room Changes are not available in the spring quarter.

Room swaps are allowed only when the proper paperwork is completed and approved by the respective Residence Life professional staff. Please refer to the Housing website at [www.scu.edu/living](http://www.scu.edu/living) to learn more about how to submit an online room swap form and review applicable due dates. Room swaps apply only to Casa Italiana, Neighborhood Units, Sobrato, and University Villas.

**Room damage charge information:** Room damage charges will be posted to your SCU student account within two weeks of your move out. Although charges incurred during the Check-Out Agreement process are not able to be appealed through the University appeal process as detailed in this handbook, information/clarification regarding charges incurred can be obtained by contacting the Housing Office no later than twenty one (21) calendar days after the charge has been posted to your student account.

**Room damage charge** will be assessed once you have moved out of your space. The final assessment/walk-through of your space to determine room damage charges will be conducted by staff members of the Offices of Housing and Residence Life after you have moved out of your space. This assessment/walk-through will be conducted before any other entity/person takes occupancy of your vacated space. Although charges incurred during Check-Out are not able to be appealed through the University appeal process as detailed in this handbook, information/clarification regarding charges incurred can be obtained by contacting the Housing Office no later than twenty one (21) calendar days after the charge has been posted to your student account.

Each resident is responsible for damages beyond normal wear and tear in your own space as well as any charges assessed through the community damage charge process. This includes, but is not limited to, damage to painted walls

caused by the use/removal of adhesive products. You will be billed for any cleaning needs that result from inadequate cleaning or excess trash being left behind after moving out of your space.

**Room entry and safety inspections** will occur periodically. The University balances the right to privacy of the resident students with the responsibility to maintain a safe environment for all students and staff in the residence halls and apartments. The University will take all reasonable steps to ensure the residents of a room, Neighborhood Unit, or apartment receive adequate notice prior to entry by University personnel for the purposes of verifying occupancy, repair, inventory, construction, and/or inspection. The University also reserves the right to enter a residence room, Neighborhood Unit, or apartment without notice, for responding to real or reasonably perceived health and safety emergencies, and/or to ensure evacuation during fire alarms and/or during vacation periods. University personnel also have the right at any time to respond to situations where there is a reasonable suspicion that a violation of the law or University policies is occurring or has occurred inside a particular room. Under such circumstances, it is not necessary that the room's resident(s) be present; nor will a resident's refusal, either verbal or physical, prevent an entry or inspection. By entering into the University Housing Contract, the student consents to room entry and inspection under those circumstances indicated.

**Screens** are provided for students' comfort and safety. Removing or tampering with windows and/or window screens at any time is considered a significant safety risk and is strictly prohibited.

**Smoke-free and tobacco-free policy:** Smoking and other tobacco products are prohibited from use at all times in University facilities. This includes offices, work areas, classrooms, or residential facilities. Please refer to the Smoke-Free and Tobacco-Free Policy on "Smoke-Free and Tobacco-Free Policy" on page 63.

**Solicitation:** In order to protect students' right to privacy, and to maintain and promote efficient operations, the University has established rules applicable to all students, faculty, and staff that govern solicitation, distribution of written material, and entry into premises and work areas (staff members are directed to Staff Policy 308: Solicitation and Distribution).

Solicitation that is prohibited includes, but is not limited to, selling products or services, door-to-door collections or campaigning, flier delivery, or posting of materials in facilities owned, operated, or controlled by SCU, including kiosks, light poles, and in parking lots. Solicitors or tradespeople, including those who may be Santa Clara University students, faculty, or staff, are prohibited from entering the residence halls or apartments for the purpose of transacting business and/or campaigning and should be reported immediately to the appropriate building staff members or Campus Safety Services.



**Sports in the hall** are prohibited due to the potential danger to individuals and property, including safety equipment.

**Storage** for all personal belongings, including, but not limited to, skateboards, bikes, sports equipment, shower caddies, laundry, luggage, etc. is limited to the student's room and/or the interior common areas of the apartment or suite and should not be left in hallways or common area spaces. Items left in hallways or common areas may be disposed of. The Housing Office will dispose of all items not properly claimed at move out and assumes no responsibility for belongings left in the residence halls or apartments. The Housing Office reserves the right to remove and store possessions left after term of residency ends, at the resident's expense, if warranted.

**Thefts** should be reported to Campus Safety Services immediately. The building staff should also be notified. The University is not responsible for an individual student's belongings. Each student should insure her or his own property and keep their room doors locked.

**Trash, composting, and recycling** should be removed from your room daily to assist with cleanliness and pest control issues. These items should be taken outside and placed in the proper containers. Individual trash cannot be dumped in bathroom or lounge trash containers.

**Vandalism** refers to misuse of or damage to University property and is strictly prohibited. Vandalism detracts from the physical appearance of student living areas and may also create safety problems. Vandals will be held responsible for their actions and/or the costs of repair/replacement. Students who observe vandalism should make a report to Housing and/or Residence Life staff or Campus Safety Services.

**Weapons**, as defined in the Student Conduct Code, and including Nerf guns or other toy weapons, are not permitted in the residence hall system. Kitchen knives are permitted only in University residence hall units that are equipped with a kitchen. For community kitchen use, knives can be checked out through the service desks. Students are not permitted to bring their own kitchen knives. The University reserves the right to immediately confiscate and dispose of individually-owned knives.

Any student who violates this policy will be subject to disciplinary action and may also be subject to criminal prosecution.

**Windows:** Hanging items such as banners or posters outside windows and balconies is also prohibited, as is removing windows, unless permission from Housing and Residence Life staff is obtained in advance. Any items that face outward and are visible to the general public may not include any mention, either implied or explicit, of alcohol or drugs and must be in "good taste"

(at the discretion Housing and Residence Life staff). Items that contain material and or language that is deemed to be offensive (nudity, foul language, etc.) or degrading to others, either implicitly or explicitly, based on race, gender, religion, sexual orientation, ability, or social class must be taken down.

## **Posting Within University Residential Facilities**

Residence Life can assist student organizations and University departments maximize exposure by reaching the students in the various communities by posting digital publicity on each of the displays in every hall. Digital flyers will be displayed for a maximum of two weeks at a time

- For digital flyer submission guidelines and to upload your image refer to [www.scu.edu/living/how-do-i/advertise-my-event-within-the-residence-halls/](http://www.scu.edu/living/how-do-i/advertise-my-event-within-the-residence-halls/)
- Digital postings will only be approved for campus organizations, departments, or campus-sponsored events.
- Digital postings may not include any mention, either implied or explicit, of alcohol or drugs and must be done in “good taste” (at the discretion of the Director of Residence Life). Content that is deemed to be offensive (nudity, foul language, etc.) or degrading to others, either implicitly or explicitly, based on race, gender, religion, sexual orientation, ability, or social class will not be approved.
- All postings must meet the University’s requirements for content, including the ADA compliance statement, Speakers Policy statement, and/or contact information when appropriate. (See “Content” on page 50 for exact guidelines.)
- Hanging banners, posters, and stickers on the exterior of a residence hall or apartment is prohibited.
- Utilizing student mailboxes in residence halls for advertising is not permitted.
- Failure to follow these guidelines when submitting postings may result in the loss of posting privileges in the residence and/or disciplinary action.
- Exceptions may be made at the discretion of the Director of Residence Life.

## **Building Evacuations and Fire Safety Persons**

Violation of many of these standards is also punishable by local and state law.

### **In the Event of a Fire**

If you smell smoke or detect a fire, activate the nearest alarm and call 911 immediately from a safe location on or off campus. Before opening any door, use the back of your hand to see if it is hot. If it is hot, leave it closed and stuff wet towels or clothes in the cracks and open a window. If the door is not hot,

open it slowly and be prepared to close it quickly if necessary. Exit the building cautiously and carry a blanket or towel to protect you from flames and smoke. Do not use elevators. If you see or smell smoke in a hall or stairway, use another exit. If you have knowledge of what may have caused a building evacuation, please immediately notify University staff.

## Evacuation Alarms

Evacuation is required of all occupants of University buildings whenever an alarm is sounded. Be familiar with emergency evacuation routes from buildings in which you spend time.

Specific procedures are:

- Exit the building immediately by the proper pathway.
- Lock your door and take your ACCESS card or Mobile Credential if you are a resident and in your room at the time the alarm sounds.
- Use stairways, do not use the elevators.
- Once outside, move to your designated emergency assembly point.
- Do not return to an evacuated building until the all-clear signal is given and permission is explicitly granted by a member of the Housing and Residence Life staff or a Campus Safety Services officer.

Failure to evacuate for an alarm is a violation of city and state ordinances and will be treated as a serious violation of the Student Conduct Code.

Fire alarms and fire-safety equipment are located in each building to save lives and property. Initiating a false alarm or tampering with fire-safety equipment is a violation of University policy and Santa Clara City Ordinance Number 103.4. Violators face criminal prosecution with penalties of \$1,000 and/or six months in jail, in addition to University sanctions.

## Fire Prevention

All students must maintain an obstruction-free evacuation route to all exits. The minimum clearance of the route must be 48 inches wide.

Students must follow manufacturer guidelines when using power surge strips in order to ensure that they are not overloaded.

## Fire Safety

Occupants should follow all safety precautions, including fire safety, and report any violations they observe to their building staff as soon as possible.



# STUDENT CONDUCT SYSTEM

*The President of Santa Clara University delegates general supervision for matters of student conduct to the Vice Provost for Student Life. Specific responsibility and authority for the University Student Conduct System is assigned to the Associate Dean for Student Life. A conduct officer or the appropriate conduct board can review student disciplinary cases. The Associate Dean for Student Life or designee determines which course of action is taken based on the nature of the case.*

Conduct officers and members of conduct boards are appointed by the Vice Provost for Student Life or designee and have varying degrees of sanctioning authority. A conduct officer/board can recommend a higher level sanction to the Office of Student Life, if that conduct officer/board does not have the authority to assign it. All requests for appeal are made to the Office of Student Life, which acts on behalf of the University President.

In exceptional circumstances, the Vice Provost for Student Life may suspend the normal structure of the Student Conduct System and establish an appropriate procedure for the particular needs of the pending case.

## **University Conduct Officers and Boards**

The Student Conduct System includes the following conduct officers/boards:

### **Conduct Officers**

Conduct officers are staff members or faculty members whose job descriptions include responsibility for reviewing student conduct cases, or are appointed to be conduct officers by the Office of Student Life. The sanctioning authority of an individual conduct officer ranges from a warning, up to and including, housing contract cancellation. The sanctioning authority of the Assistant Deans, Associate Dean, and the Vice Provost for Student Life is expanded and ranges from a warning, up to and including, expulsion.

## **Peer Conduct Board**

The Peer Conduct Board is composed of students who are appointed as hearing officers on an annual basis by the Office of Student Life. When a Peer Conduct Board convenes to review student conduct, the board includes three to five students selected from the pool of members. The sanctioning authority of the Peer Conduct Board ranges from a warning, up to and including housing contract cancellation.

## **University Discipline Council**

The University Discipline Council is a board composed of students, faculty, and staff who are appointed as hearing officers on an annual basis by the Office of Student Life. When a University Discipline Council convenes to review student conduct, the board includes three students, one faculty member, and one staff member selected from the pool of members. The sanctioning authority of the University Discipline Council ranges from a warning, up to and including expulsion.

## **Sexual and Gender-Based Misconduct Board**

The Sexual and Gender-Based Misconduct Board is composed of faculty and staff. The sanctioning authority of the Sexual and Gender-Based Misconduct Board ranges from a warning, up to and including expulsion.

## **University Board of Appeals**

The University Board of Appeals conducts appellate hearings for cases when directed to do so by the Vice Provost for Student Life. The board is composed of student(s), staff, and faculty members who are conduct officers or serve as members of the University Discipline Council. The sanctioning authority of the University Board of Appeals ranges from a warning up to and including expulsion.

## **Student Responsibilities and Rights**

In any case of alleged misconduct, a student has the following responsibilities and rights:

1. To be notified of student responsibilities and rights.
2. To cooperate throughout the entire conduct process by meeting any deadlines, providing requested information, and abiding by any requests or instructions of the conduct officer/board.

3. To be notified at least three (3) business days prior to the hearing of the alleged violation of the Student Conduct Code and/or University standards, policies, and procedures and to be notified of the date, time, and location of the hearing.<sup>1</sup>
4. To object to the conduct officer or member(s) of the conduct board if the student believes the officer/board member cannot act in a fair and impartial manner. The student must explain the reason(s) for his/her objection. The University reserves the right to either honor or deny the request to assign a new conduct officer or conduct board member.
5. To discuss the incident and his/her alleged involvement in it, and to review the policies that were allegedly violated with the conduct officer/board.
6. To respond to information used in determining the outcome of the hearing.
7. To present pertinent information and witnesses on his/her behalf.
8. To identify witnesses on his/her own behalf and submit anticipated testimony to the conduct officer/board in advance of the hearing. It is the student's responsibility to assure witness participation in the hearing process.
9. To submit questions for the conduct officer/board to ask of the complainant or witnesses. The conduct officer/board can refuse to ask a submitted question if the conduct officer/board determines the question is irrelevant to the proceedings.
10. To be accompanied by one support person. (See "Support Person" for further explanation.)
11. To be notified in writing within five (5) business days of the outcome of the hearing. Notification could include the finding, disciplinary sanctions, or information concerning the date, time, and location of a secondary hearing in the event the case is forwarded to a different conduct officer/board.
12. To be informed of the appeal process and given the opportunity to file a request for appeal within five (5) business days of the date of the hearing outcome document. (See "Appeal Process" for further explanation.)

*<sup>1</sup>For the purpose of reducing the impact of misconduct that increases the likelihood of the spread of COVID-19, a University Hearing Officer may choose to provide a one (1) business day notice to a student alleged to have violated the Student Conduct Code and/or Residence Life & Housing policies, procedures, and standards. Additionally, the time period to file a Request for Appeal by a student who committed a violation is reduced to one (1) business day.*

## Communications With the Student Regarding the Conduct Code Matter

The Student Conduct System is an educational process. University officials communicate and engage with the student throughout the conduct process to promote student learning and so the student assumes responsibility for managing his/her own affairs. University staff interact with the student and his/her parent or guardian to the degree that it is appropriate and permissible by the Family Educational Rights and Privacy Act of 1974 (FERPA). When doing so, the intent of the interaction with the parent or guardian is to inform the parent or guardian and appropriately engage them in promoting the educational experience of the student. University staff does not interact with legal counsel who is representing a student.

## Student Conduct Hearing Procedures

### Initial Review or Hearing

1. **Incident report:** Members of the University community and nonaffiliate persons may file a report regarding the behavior of a student. If the reported information constitutes a potential violation of the Student Conduct Code and/or University standards, policies, and procedures, the University will pursue the matter through the Student Conduct System, beginning with either an initial review, or a hearing.
2. **Initial review:** The assigned University conduct officer/board reviews the report, notifies the involved student(s) of the report, gathers relevant information, and interviews any witnesses. The conduct officer/board may elect not to interview a witness who does not have first-hand knowledge of the incident, presents information that is deemed to be unnecessary for the deliberation process, or presents information about the involved student's character. After the conduct officer/board has gathered all relevant information, the conduct officer/board conducts a hearing or refers the case to another conduct officer/board.
3. **Hearing:** The assigned University conduct officer/board reviews the incident report(s) and statements presented by the complainant(s), respondent(s), and witness(es). The conduct officer/board may elect not to interview a witness who does not have first-hand knowledge of the incident, presents information that is deemed unnecessary for the deliberation process, or presents information about the involved student's character. A student is not entitled to be present for every interview related to the case that the conduct officer/board conducts. The conduct officer/board may conduct the hearing in a student's absence if the student does

not report for a scheduled hearing, or if the student does not set an appointment for a hearing as directed. In some circumstances, the hearing process may take place over multiple meetings on multiple days.

4. **Burden and standard of proof:** The student responding to the reported allegation is presumed not to have violated the Student Conduct Code. The standard for determining a violation of the Student Conduct Code is preponderance of evidence. There must be persuasive information to establish that the involved student(s) “more likely than not” violated the Student Conduct Code.
5. **Deliberation:** The conduct officer/board may deliberate in private. Sanctioning for a Student Conduct Code violation is based upon the nature of the determined violation and any previous violations of the Student Conduct Code.
6. **Notice of outcome:** The conduct officer/board notifies the student of the hearing outcome in writing no later than five (5) business days after the conclusion of the hearing. The conduct officer/board must notify the student of the option to file a request for appeal. (See “Appeal Process” for further explanation.)

### Victims of Crimes of Violence and Non-forcible Sex Offenses

Upon written request, the alleged victim of any crime of violence or non-forcible sex offense will be informed of the results of the University disciplinary proceedings against the student who is alleged to have committed the crime. A crime of violence includes arson, assault offenses, burglary, robbery, kidnapping/abduction, forcible sex offense, criminal homicide (manslaughter by negligence, murder, and non-negligent manslaughter), and destruction, damage, and vandalism of property.

### No Contact Directive

In instances such as, though not limited to, a serious dispute involving a student, concern for the safety of a person due to the alleged actions of a student, or a conduct code allegation by a person against a student, the Office of Student Life reserves the right to institute a No Contact Directive to a student. This action is taken for the purpose of protecting individuals and to minimize the chance that a dispute between persons will escalate in the process of the matter being addressed by the Office of Student Life.



A No Contact Directive is an official notice to a student that he/she is not permitted to have any type of contact with an identified person(s). This includes, but is not limited to, person-to-person contact, contact through a third party, and contact by way of mail, email, telephone, voice mail, text messaging, etc. A student who violates a No Contact Directive is subject to disciplinary action by the Office of Student Life.

A No Contact Directive can be issued at the discretion of the Office of Student Life outside of the context of the Student Conduct System procedures, or as a sanction at the conclusion of a hearing for a defined period of time.

### Support Person

The support person must be a member of the Santa Clara University community who is a current faculty or staff member, or a currently enrolled student. Parents or guardians who are members of the University community are not permitted to act as a support person for cases involving their own son or daughter. A student who is represented by legal counsel is not permitted to have the legal counsel be his/her support person. A witness is not permitted to serve as a support person.

The role of the support person is to provide emotional support during the hearing. A support person may not review any documents related to a conduct case or present information during the hearing on behalf of the student. If a support person is disruptive to the hearing process, the conduct officer/board may dismiss the support person. In such cases, and only if it is determined reasonable to do so, the student may be given an opportunity to identify a new support person.

### Appeal Process

1. The outcome of a hearing is subject to one request for appeal. An appeal will be granted only if one or more of the following criteria is met:
  - A. The disciplinary action appears to be grossly disproportionate to the conduct infraction.
  - B. The procedures provided for in the Student Handbook were not followed in the hearing.
  - C. New relevant information is available that was not available at the time of the hearing.
  - D. The decision is not supported by substantial information.

2. The online request for appeal form, [https://cm.maxient.com/reportingform.php?SantaClaraUniv&layout\\_id=4](https://cm.maxient.com/reportingform.php?SantaClaraUniv&layout_id=4), must be completed by the student and returned to the Office of Student Life within five (5) business days of the date on the hearing summary. The request for appeal must include answers to the questions on the form, in accordance with the criteria described in No. 1 above.<sup>2</sup>
3. The request for appeal, along with other pertinent information, is reviewed by the designated appeal officer to determine the validity of the request for appeal in accordance with the criteria described in No. 1 above.  
**In general, a request for appeal is granted only when there is a preponderance of evidence that a procedural or substantive error occurred at the original hearing that effectively denied the student a fair and reasonable hearing.**
4. The student must be informed of the decision pertaining to the request for appeal within five (5) business days of submitting the request. In exceptional circumstances, the five (5) business days notification requirement may be extended to allow adequate consideration of the request for appeal. If this is the case, the student is notified.
5. If the request for appeal is granted, the case may be referred back to the original conduct officer or board, a new conduct officer (who could be the appeal officer), or a new conduct board. The appeal officer may also modify the sanction(s) without granting a second hearing.
6. All appellate hearings are conducted in accordance with the general student rights and other Student Conduct System procedures outlined in the Student Handbook.
7. A request for appeal may only be filed one time. If a request for appeal is denied, a second appeal cannot be filed. If a request for appeal is granted, the outcome of any subsequent proceeding may not be appealed.

<sup>2</sup>*For the purpose of reducing the impact of misconduct that increases the likelihood of the spread of COVID-19, a University Hearing Officer may choose to provide a one (1) business day notice to a student alleged to have violated the Student Conduct Code and/or Residence Life & Housing policies, procedures, and standards. Additionally, the time period to file a Request for Appeal by a student who committed a violation is reduced to one (1) business day.*

## Procedures for Reviewing Allegations of Discrimination, Harassment, and Sexual Misconduct

The procedures for reporting, investigating, and reviewing allegations of discrimination, harassment, and sexual misconduct are addressed in the University's Nondiscrimination, Harassment, and Sexual Misconduct Policy. This information is available at the Office of Equal Opportunity & Title IX and at <https://www.scu.edu/title-ix/policies-reports/>.

### Disciplinary Actions

The following sanctions are official University disciplinary actions that may be taken as a result of any conduct hearing. Sanctions include, but are not limited to those listed below. Violations of national, state, or local laws subject a student not only to University disciplinary action but also to action by the appropriate court of law.

1. **Warning:** Official notification that certain conduct or actions are in violation of University regulations and that continuation of such conduct or actions may result in further disciplinary action.
2. **Educational sanctions:** Preparation and presentation of a program, preparation of a bulletin board, assigned reading and response paper, attending an alcohol education program, counseling, and/or other educational activities.
3. **Contributed service:** Contribution of service to the University or a designated community agency consistent with the offense committed.
4. **Restitution:** Reimbursement by transfer of property or services to the University or a member of the University community in an amount not in excess of the damages or loss incurred.
5. **Fines:** Financial assessment not to exceed \$500.
6. **Loss of privileges:**
  - A. Limitation on University-related services and activities for a specified period of time, which is consistent with the offense committed; including, but not limited to, ineligibility to serve as an officer or member of any University organization, to participate in intercollegiate competition, to receive any award from the University, or to participate in graduation-related ceremonies.
  - B. Residence hall relocation, housing contract probation, or housing contract cancellation. Housing contract cancellation will result in being placed on disciplinary probation by the Office of Student Life.

- C. Restriction from using specific University facilities and services (including parking facilities).
  - D. Denial of the on-campus use of a vehicle.
7. **No Contact Directive:** An official notice to a student that he/she is not permitted to have any type of contact with an identified person(s). This includes, but is not limited to, person-to-person contact, contact through a third party, and contact by way of mail, email, telephone, voice mail, text messaging, etc.
  8. **Disciplinary probation:** A specified period of observation and review of behavior, including terms appropriate to the offense committed, during which the student must demonstrate compliance with University regulations and the terms of the probationary period and is ineligible to serve in leadership positions in University co-curricular activities. (Refer to “Eligibility Policy.”)
  9. **Deferred suspension:** A specified period of observation and review of behavior, including terms appropriate to the offense committed, during which time the student is ineligible to participate in University co-curricular activities. (Refer to “Eligibility Policy.”) If an additional violation of University regulations occurs while on deferred suspension, the student is subject to an extension of this status, suspension, or expulsion, depending upon the nature and severity of the violation.
  10. **Interim suspension:** In exceptional circumstances, the Vice Provost for Student Life may suspend a student or take other disciplinary action pending the hearing, especially in matters of safety or for the good of the community.
  11. **Suspension:** Exclusion from the University for a specific period of time after which application may be made for readmission.
  12. **Expulsion:** Permanent exclusion from the University.

### Minimum Student Conduct Hearing Outcomes for Alcohol, Marijuana, and Other Drug Violations

This policy identifies the minimum standard for student conduct hearing outcomes for alcohol, marijuana, and other drug violations in accordance with the Student Conduct Code, University Alcohol Policy, and Alcohol and Other Drug Policy Within University Housing. The University reserves the right to apply these hearing outcomes for student misconduct that takes place on-campus, in campus operated facilities, in public or at non-affiliated properties.

## Alcohol, Marijuana, and Other Drugs

The phrase “alcohol, marijuana, and other drugs” broadly includes, without limitation, any stimulant, intoxicant, nervous system depressant, hallucinogen, or other chemical substance, compound or combination when used to induce an altered state, including any otherwise lawfully available product used for any purpose other than its intended use (e.g., the misuse of prescription drugs, over the counter drugs, or household products).

The operational definitions of the words alcohol, marijuana, and other drugs are:

**Alcohol:** Intoxicating beverages such as beer, wine, and liquor.

**Marijuana (aka Cannabis):** Comes from the dried flowering tops, leaves, stems, and seeds of the *Cannabis sativa* (hemp) plant.

### **Other Drugs:**

**Illicit Drugs:** Cocaine, heroin, ecstasy (MDMA), amphetamines, methamphetamines, hallucinogens (i.e. LSD, psilocybin mushrooms), and similar substances that are considered to be illicit drugs.

**Misuse of Prescription Drugs:** Misuse of prescription drugs, including opiates/pain-killers (i.e. morphine, oxycodone), stimulants (i.e. Ritalin), sedative-hypnotics (i.e. barbiturates, anxiolytics) and other psychoactive drugs is prohibited. This includes taking medication that is not prescribed to you, taking more than the prescribed dose of medication, or taking prescription medication for a reason other than the intended use (i.e. to produce a “high”)

## **Adherence to Local, State, and Federal Laws**

Santa Clara University adheres to local, state, and federal laws pertaining to alcohol, marijuana (including its various forms), and other drugs, and requires all University community members to follow local, state, and federal guidelines, laws, and regulations. In instances that may be in violation of local, state, or federal law, the University reserves the right to report such cases to law enforcement.

## **Alcohol, Marijuana, and Other Drug Programs and Services**

The Wellness Center and Cowell Center — Health and Counseling Services provide programs and support for students who are struggling with their use of alcohol, marijuana, and other drugs. These offices can also refer students to non-affiliated counseling and treatment facilities.

## **Cumulative Nature of Alcohol, Marijuana, and Other Drug Violations**

Through the University conduct process, hearing officers and hearing boards determine outcomes for student conduct hearings. When doing so, they take into account the nature of the violation and any previous violations of the Student Conduct Code.

When determining the hearing outcome for an alcohol, marijuana, and other drug violation, the University uses an 18 month timeline to identify if a violation is a first, second, third, etc. violation. That is, if 18 months pass from the date of the previous alcohol, marijuana, or other drug violation without the student being found responsible for an additional alcohol, marijuana, or other drug violation then the outcome for an additional violation will be considered the same category as the previous violation. For example, if a student is found responsible for a first alcohol violation in October of their first year on campus and is found responsible for a second alcohol violation during May of their third year on campus, the violation will be considered a first violation because 21 months passed between each violation. It will not be considered a second violation unless the details of the violation are deemed egregious or serious enough to warrant an elevated response from the University.

Through the conduct process, Santa Clara University takes into account the student's whole behavior related to the Student Conduct Code. As such, repeated violations of the Student Conduct Code, even if those violations may appear disparate in specific details, will result in an elevated response from the University. Santa Clara University responds to violations of the Student Conduct Code related to alcohol, marijuana, or other drugs using a matrix of impact and occurrence.

## **Stages of Alcohol, Marijuana and/or Other Drug Violations at Santa Clara University**

Santa Clara University recognizes that students are emerging adults and are thus equipped to make their own decisions. At times, these decisions may be incongruent with University expectations and providing for the health, safety, and welfare of individuals. Santa Clara University distinguishes behavior surrounding alcohol, marijuana, and other drugs across the following categories in relation to potential impact to self, others, and property: A, B, and C. Santa Clara University reserves the right to refer violations surrounding controlled substances to local, state, or federal authorities.

It is up to the discretion of the University hearing officer or board to determine the category and outcomes for multiple violations in different categories.

Category	Description
<i>A</i>	Any behavior that is deemed as having low impact to self, others, and property. Low impact refers to situations in which a student is in the presence of prohibited activities (such as activities involving alcohol, marijuana, or other drug use) but is not participating in the behavior.
<i>B</i>	Any behavior that is deemed as having moderate impact to self, others, and property. Moderate impact refers to a student's participation in prohibited activities and/or behavior involving alcohol, marijuana, and other drug use and the impact of the behavior is primarily limited to the misuse of the substance.
<i>C</i>	Any behavior that is deemed as having high impact on the individual, others, and property. High impact refers to excessive consumption, and/or distribution (including hosting or facilitating a gathering of others) of alcohol, marijuana, or other drugs or accompanying misconduct that is illegal and/or prohibited by the University, and is deemed by the hearing officer or hearing board to be severe in nature due to the scope and magnitude of the impact to self, others, and property (such as, though not limited to: the number of students involved, disruptive behavior, vandalism, threat of harm, incurred physical harm).

### **Gatherings Resulting in Alcohol, Marijuana, and Other Drug Violations**

Students found responsible for hosting a gathering involving the illegal and/or University prohibited use of alcohol or marijuana, or for participating in such behavior in public areas will likely be considered a Category C violation. Violations involving controlled substances other than marijuana will be a Category C violation.

### **Falsification of Identification for the Procurement of Alcohol or Marijuana**

The possession, procurement, or distribution of falsified United States federal or state government identification documents ("fake ID"), or altering, falsifying, forging, duplicating, or reproducing United States federal or state government identification documents is a serious legal offense and constitutes a crime in the state of California. Students found with falsified identification documents are in violation of the Student Conduct Code and will be subject to outcomes as determined by the hearing officer or hearing board.

## Alcohol

### **Excessive and Inappropriate Possession and Use of Alcohol**

Regardless of a person's age, Santa Clara University, prohibits the excessive and inappropriate use of alcoholic beverages (See Student Conduct Code, item 18). Excessive and inappropriate use is inclusive of, though not limited to, the amount of alcohol in a student's possession, the amount consumed, and how a student consumes the alcohol.

### **Amount in Possession**

Examples of excessive and inappropriate possession of alcohol include, but are not limited to: establishment of a private bar, storage of excessive quantities of alcohol, or possession and/or use of a tap or keg, kegerators, beer bongs, or other equipment for the sole use of consuming alcohol. Excessive possession of alcohol is prohibited on campus premises and in campus-owned facilities, including but not limited to residential facilities.

### **Amount Consumed**

The Centers for Disease Control and Prevention (CDC) and the Dietary Guidelines for Americans define standard drink sizes and moderate and excessive drinking as it pertains to alcohol consumption.

*Standard drinks* are defined as: one 12-ounce beer, one 8-ounce serving of malt liquor, one 5-ounce glass of wine, or one 1.5-ounce shot of distilled spirits.

*Moderate drinking* is defined as no more than 1 drink per day for women (not to exceed 7 drinks in a week) and no more than 2 drinks per day for men (1 drink per hour and not to exceed 14 drinks in a week).

*Excessive drinking* includes binge drinking, heavy drinking, any drinking by people younger than age 21, and drinking by anyone who is currently taking prescription or over-the-counter medications.



*Binge drinking is defined by:*      *Heavy drinking is defined by:*

<i>Women</i>	4 or more drinks in a single occasion	8 or more drinks per week
<i>Men</i>	5 or more drinks during a single occasion	15 or more drinks per week

### **Nature of Consumption (Drinking Games)**

Santa Clara University prohibits drinking practices, including drinking games, that encourage participants to consume alcohol or promote intoxication, and any paraphernalia that supports such activity. Whether or not alcohol is present, drinking games are prohibited. Playing drinking games or participating in activities that promote excessive consumption are prohibited in any campus facility and on campus property, including but not limited to residential housing facilities. Drinking games are incongruent with the University's mission to promote a healthy learning environment for students. Examples of drinking games include, but are not limited to: beer pong, flip cup, king's cup, and beer die.

## Schedule of Minimum Hearing Outcomes Related to Alcohol Violations

Category	1st violation	2nd violation	3rd violation*
<i>A</i>	1. Monetary fine \$50	1. Monetary fine \$75 2. Parental notification	1. Becomes Category B violation
<i>B</i>	1. Monetary fine \$50 2. Parental notification 3. Educational outcome	1. Monetary fine \$75 2. Parental notification 3. Alcohol educational program 4. Housing contract probation	1. Monetary fine \$100 2. Parental notification 3. Alcohol education program 4. Housing contract cancellation 5. Disciplinary probation
<i>C</i>	1. Monetary fine \$100 2. Parental notification 3. Alcohol educational program 4. Housing contract probation	1. Monetary fine \$200 2. Parental notification 3. Alcohol educational program 4. Housing contract cancellation 5. Disciplinary probation	1. The full range of hearing outcomes (through expulsion from the University)
<i>It is up to the discretion of the University hearing officer or hearing board to determine the category and outcomes for multiple violations in different categories.</i>			
<i>*Any subsequent violation outcomes will be at the discretion of the hearing officer or hearing board.</i>			

## Marijuana and Other Drugs

### **Marijuana and Other Drugs: Possession and/or Consumption**

Santa Clara University adheres to local, state, and federal laws surrounding marijuana (including its various forms) and requires community members to follow local, state, and federal guidelines, laws, and regulations related to marijuana. In order to remain in compliance with federal law, Santa Clara University prohibits the possession, consumption, and/or distribution of marijuana (including its various forms) by Santa Clara University community members. For more information, refer to the Marijuana Policy, and the Smoke-Free and Tobacco-Free Policy in the Student Handbook.

## Schedule of Minimum Hearing Outcomes Related to Marijuana and Other Drug Violations

*Categories A, B, or C apply to marijuana hearing outcomes.*

*The prohibited use of controlled drugs other than marijuana will minimally result in the administration of a Category C hearing outcome.*

Category	1st Violation	2nd Violation	3rd Violation*
<i>A</i>	1. Monetary fine \$50	1. Monetary fine \$75 2. Parental notification	1. Becomes Category B violation
<i>B</i>	1. Monetary fine \$50 2. Parental notification 3. Educational outcome	1. Monetary fine \$75 2. Parental notification 3. Marijuana or other drug educational program 4. Housing contract probation	1. Monetary fine \$100 2. Parental notification 3. Marijuana or other drug education program 4. Housing contract cancellation 5. Disciplinary probation
<i>C</i>	1. Monetary fine \$100 2. Parental notification 3. Marijuana or other drug educational program 4. Housing contract probation	1. Monetary fine \$200 2. Parental notification 3. Marijuana or other drug educational program 4. Housing contract cancellation 5. Disciplinary probation	1. The full range of hearing outcomes (through expulsion from the University) may be implemented.

*It is up to the discretion of the University hearing officer or hearing board to determine the category and outcomes for multiple violations in different categories.*

*\*Any subsequent violation outcomes will be at the discretion of the hearing officer or board.*

## Compliance with Hearing Outcome

Students must comply with all assigned outcomes by the deadline set forth in the hearing outcome letter. Failure to complete or comply with any assigned outcome or failure to meet an assigned deadline (if applicable) may result in further disciplinary action including, but not limited to, a \$150 late fee and/or placing a Registration Hold on a student's University account preventing the student from registering or adding a course until the assigned outcome(s) is completed.

## Administrative Sanctions

The administrative sanction gives official notice that a procedural violation has occurred and will advise the student on how the situation is to be corrected.

## Disciplinary Disqualification of University Financial Aid

Financial aid may be contingent upon a student remaining in good conduct standing within the University. If a student faces significant disciplinary matters, is placed on disciplinary probation, deferred suspension, or is suspended, the financial aid arrangement is subject to review. The review may be initiated by either the Office of Student Life or the Office of Financial Aid.

A student who is placed on disciplinary probation for the first time will continue to remain eligible for federal financial aid unless otherwise prohibited by federal, state, or University regulations. If within two years of being placed on disciplinary probation, a student is placed on suspension, deferred suspension, or probation (a second time), the student will automatically lose all eligibility for institutional aid effective the date the suspension, deferred suspension, or second probation is imposed.

## Student Conduct Records Policy

The Office of Student Life maintains a hard copy file and a digital record of a student's conduct history. Conduct records are educational records, and are thereby subject to the Family Educational Rights and Privacy Act (FERPA) and the University's Student Records Policy.

The conduct record is confidential and is only shared internally with University officials, in instances when the student grants permission to release the record, or there is what FERPA defines “an educational need to know” basis for the request. The conduct record is maintained throughout the student’s enrollment and thereafter, as indicated below. A student’s conduct record will only be released from the hard copy file to a person or party external to the University, if the student has granted permission, where the disclosure of the record is permissible under the provisions of FERPA, or where the University is required to do so by law. The digital copy of the conduct record will only be released to an external person or party where the University is required to do so by law.

### Retention of Hard Copy of Conduct Records

1. The hard copy file of a student’s entire conduct history is kept for a minimum of one (1) academic year beyond the academic year in which the date of the last violation of the Student Conduct Code occurred. When a student commits a violation of academic integrity, the hard copy file is retained for the remainder of a student’s academic career.
2. The files of any student who has received one or more of the following sanctions will be maintained for three (3) academic years beyond the academic year in which the student’s tenure in his/her current degree program at the University has ended:
  - A. Removal from University housing
  - B. Disciplinary probation
  - C. Deferred suspension
  - D. Suspension
3. The conduct record of a student who has been expelled will be maintained for seven (7) years beyond the academic year in which the student’s tenure at the University has ended.

The University reserves the right to change this policy at any time at its sole discretion.



**Santa Clara  
University**

Office of Student Life  
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Santa Clara, California 95053-1052  
408-554-4583  
[www.scu.edu/osl/](http://www.scu.edu/osl/)

FLGD-15161 09/21

## **EXHIBIT F**



## View Agreement

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### SCU Online Agreements Combined

Agreement Date

07/18/2021

## 2021 - 2022 Online Agreements

## Financial Terms and Conditions

### ENROLLMENT/PROMISE TO PAY

I accept full responsibility to pay all tuition, room and board, fees, and other associated costs as a result of enrollment at Santa Clara University. I also agree to be held responsible for any debt owed to the University for payments not received, denied or returned by, including but not limited to, the California Student Aid Commission, student loan lenders, agencies of the United States government, agencies of foreign governments, private scholarship organizations, grant donors or sponsors. I further understand that my failure to attend or drop a class, for which I am enrolled, does not absolve me of my financial responsibility as described above.

**Undergraduate Student:** The tuition status of an undergraduate student is determined at the end of the late registration period. No adjustment will be made to tuition charges for enrollment changes after the end of the late registration period, unless the student completely withdraws from the University.

**Graduate Student:** The tuition status of a graduate student is determined by the date the course is dropped or the date in which the student completely withdraws from the University. Certain graduate programs do not follow the Bursar's refund policy. Refer to your program's academic calendar or contact your school's Record Office for additional information.

I have reviewed the published tuition refund schedule at [www.scu.edu/bursar/refund](http://www.scu.edu/bursar/refund) and understand that if I drop or withdraw from some or all of the classes for which I enroll, I will be responsible for paying all or a portion of tuition and fees in accordance with the University's tuition refund schedule and/or my program's tuition refund schedule. I further understand that the effective date used to determine any refund of tuition is the date on which notification of withdrawal is received by the Office of the Registrar or the respective Graduate Records Office of enrollment, not the last date of attendance by the student. Neither dropping all

courses via e-campus nor informing an individual faculty member, an academic department, or the Dean's Office constitutes an official withdrawal from the University.

I understand that Santa Clara University reserves the right to change tuition, room and board, fees, or other costs, to modify its services, or change its programs at any time. In addition, I understand that no refunds of tuition, room and board, fees or other costs will be made because of curtailed services resulting from strikes, acts of God, civil insurrection, riots or threats thereof, changed economic conditions, national emergency, or other causes beyond the control of Santa Clara University.

### **TUITION INSURANCE PROTECTION**

I understand that I may protect myself against financial loss due to an unexpected withdrawal from the University, for diagnosed medical or mental health reasons, by purchasing tuition insurance coverage. Santa Clara has partnered with A.W.G. Dewar, Inc., to offer a tuition insurance plan that is designed to protect myself or family from loss of funds paid for tuition should it be necessary to completely withdraw from the University for diagnosed medical or mental health reasons. All full time undergraduate students will be automatically enrolled in the Tuition Insurance Refund Plan (The Plan). Undergraduate students who do not wish to participate in The Plan can opt out by waiving coverage by the waiver deadline. Enrollment in The Plan is optional but highly encouraged for Graduate and Law students. I am aware that I can obtain information about The Plan or waive coverage on an annual or term basis at:

<https://www.tuitionprotection.com/scu>.

### **RETURNED PAYMENTS/FAILED PAYMENT AGREEMENTS**

If a payment made to my student account is returned by the financial institution for any reason, I agree to repay the original amount of the payment plus any additional fees that may be associated with a returned payment. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan agreement may result in cancellation of my classes and/or suspension of my eligibility to enroll for future classes. I further understand that I may be required to remit payment in advance of my registration, for three or more consecutive terms with guaranteed funds, due to returned payments and/or multiple late payments on my account.

### **LATE PAYMENT/DELINQUENT ACCOUNT**

I understand and agree that if I fail to pay my student account balance by the scheduled due date, Santa Clara will assess a late payment fee each month the account remains unpaid and place a hold on my record. This hold may prevent me from receiving institutional services, including, but not limited to, enrollment, housing, and the issuance of my diploma and other certifications. I also understand that the University reserves the right to cancel my registration if a balance due from a previous term remains unpaid at the start of a subsequent term. I understand and accept that if I fail to pay my student account and/or fail to make acceptable payment arrangements to bring my account current, Santa Clara may refer my delinquent account to a collection agency. My account will incur additional finance charges at the rate of 10 percent, per annum, as allowed by California State Law. I further understand that I am responsible for

paying the collection agency fee which may be based on a percentage at a maximum of 40 percent of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account. I understand that my delinquent account may be reported to one or more of the national credit bureaus.

I authorize Santa Clara University and its agents and contractors to contact me at my current and any future cellular phone number(s), email address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to the University.

## **COMMUNICATION/PERSONAL PORTFOLIO**

I understand that Santa Clara University uses SCU gmail as its official method of communication with me and I am responsible for reading such emails from the University on a timely basis. I agree that I am responsible for maintaining my current physical address, email and phone number information by updating my personal portfolio regularly in the University's records database at [www.scu.edu/ecampus](http://www.scu.edu/ecampus).

## **ELECTRONIC IRS FORM 1098-T**

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Santa Clara University for 1098-T reporting purposes. If I fail to provide my SSN or TIN to the University, I agree to pay any and all IRS fines assessed as a result of my missing or incorrect SSN/TIN. I consent to receive my annual 1098-T Form electronically. I understand that I can withdraw electronic consent by submitting a written request to the Bursar's Office at [OneStop@scu.edu](mailto:OneStop@scu.edu).

I understand and agree that my enrollment and acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code 11 U.S.C. §523(a)(8)) in which Santa Clara is providing me educational services.

**I have read the above and agree to assume all financial responsibility associated with my enrollment at Santa Clara University.**

# **ACCESS Credential Agreement**

## **CREDENTIAL USE**

The ACCESS credential is your multi-purpose campus ID which must be presented to obtain services, to enter campus facilities, or to charge your ACCESS accounts. Your credential and related accounts are non-

transferable. Except as provided below, you are responsible for any and all usage of your credential. Your credential will be confiscated if presented by someone else for any use.

## **LOST CREDENTIALS AND REPLACEMENT FEES**

You should immediately suspend your lost or stolen ACCESS credential. You may report the loss 24 hours a day, 7 days a week by contacting Campus Safety Services at (408) 554-4441, or the ACCESS Office at (408) 551-1647 during office hours. You are responsible for all use of your credential prior to requesting the suspension. If the suspension is requested within 48 hours of the loss, your liability will not exceed \$50 of unauthorized charges. If the request to suspend the credential is made within 60 days of the loss, your liability will not exceed \$500 in unauthorized charges. If the suspension request is made after 60 days of the loss, your liability for unauthorized charges may be limited only to funds available in your account. There is no charge to suspend your credential or to remove the suspension. A \$20 fee is charged to replace a lost or stolen credential. Damaged or defaced ACCESS credentials must be replaced; the fee is \$20.

## **ACCESS CREDENTIAL FLEX ACCOUNTS**

By opening an ACCESS Flex Account you agree to be legally bound by all terms and conditions set forth herein. SCU agrees to accept and maintain deposits in a Flex Account for your benefit and exclusively for the purpose described herein. These deposits shall be applied against amounts debited to your account for goods and services purchased by you at points of sale device accepting payment through the use of the credential. You understand that a Flex Account is not a credit account. Account charges may not reduce the balance below zero. You may not obtain cash or cash advances from a Flex Account. Statements of account activity are available [here](#) or by written request to [access@scu.edu](mailto:access@scu.edu).

## **ACCESS CREDENTIAL DINING PLANS**

Resident Dining and Dining Plus Plans are declining balance tax-exempt board plans available for purchase by enrolled students. Plan balances represent pre-paid dining points for use as a tender to purchasing food anytime at any SCU dining venue. Unspent points are not refundable or transferable, restrictions apply. Statements of plan activity are available [here](#).

## **ERROR RESOLUTION**

If you notice an error on an ACCESS receipt or statement, contact the ACCESS Credential Office no later than 60 days after the error appears. If you report the error orally, a written confirmation may be required within 10 days. The investigation results will be available within 10 days of notification; however, if more time is needed, the investigation may take up to 45 days. If no error is found, a written explanation will be provided within 3 business days after the close of the investigation. Copies of the documents used in the investigation may be requested.

## **CLOSING ACCOUNTS, REFUNDS, RETURNS, AND INACTIVE ACCOUNTS ACCESS**

Resident Dining meal plans are nonrefundable and expire at the end of each academic term, the housing contract date, or withdrawal from Santa Clara University. ACCESS Dining Plus plans are nonrefundable. A refund of an outstanding ACCESS Flex Account balance may be requested upon separation from Santa Clara University for a \$25 processing fee. An ACCESS Flex Account left inactive in excess of 24 months will be closed with any remaining balance transferred to Santa Clara University to begin the escheatment process prior to turning the funds over to the state of California Controller's Office. Any returned purchase originally made on an ACCESS account must be credited back to that account. There are no cash refunds

or withdrawals from any active ACCESS credential account at any time. Faculty/staff members will receive a refund of the ACCESS Flex account, less a \$25 processing fee, upon termination of employment

## RETURNED CHECKS

A \$25 fee is charged for a returned check. The ACCESS Office reserves the right to withhold the amount of the returned check until proper payment has been made. If available funds on the credential holder's ACCESS accounts are less than the amount of the returned check, the ACCESS Credential Office may suspend the affected credential until the amount of the check and the \$25 fee is received.

## SCU ACCESS eACCOUNTS APP PRIVACY POLICY

Santa Clara University endeavors to provide its campus community with convenient and secure ways to navigate campus services. SCU ACCESS's eAccounts app is an effective tool that provides users the ability to access campus facilities, and to pay for meals and other services directly from their phone.

Santa Clara University is committed to respecting its campus community's privacy and takes seriously its responsibility to appropriately manage and safeguard the personal information of eAccounts app users. This privacy policy describes the practices employed for the eAccounts app and details what information the eAccounts app collects about users, how information is used, with whom it is shared and how SCU ACCESS protects it.

## WHAT INFORMATION IS COLLECTED ABOUT YOU

The eAccounts app collects your IP address; the dates and time you access the application, and your access and payment usage history while using the application. The eAccounts app also collects information needed to process any payments made to add funds to your SCU ACCESS credential stored value account balance, including name, address, email, phone, location and ACCESS credential data which has been tokenized (identifiable data elements have been replaced with non-identifiable equivalents). Location information may be used to tailor the list of nearby services that accept the SCU ACCESS credential payments.

Note the eAccounts app is intended for use by individuals 16 and older. SCU ACCESS, through the eAccounts app, does not knowingly collect personal information from children under the age of 16.

Any other information we collect, including cookies, is used to improve and to enhance both the user experience and the eAccounts app itself.

## HOW YOUR INFORMATION IS USED

The eAccounts app uses technology from Apple, Android and Transact to provision an SCU ACCESS credential onto your phone. The credential is stored in your Apple Wallet or Google Pay and is communicated to the SCU ACCESS system for managing your access to Santa Clara University buildings, and for payments and services provided by the ACCESS credential, such as meal plans and Flex purchases.

Your SCU ACCESS credential is the property of Santa Clara University and may be revoked at any time. Your SCU ACCESS credential should be carried at all times and presented upon request to any University official. The SCU ACCESS credential and any other valid SCU ACCESS credentials are non-transferable. The transfer of a mobile credential, physical credential, or other SCU ACCESS device to another person, or the possession of another person's mobile credential, physical credential or SCU ACCESS device may

result in confiscation of the credential or device and referral to the appropriate University official for disciplinary action.

### **WHO HAS ACCESS TO YOUR INFORMATION**

Only SCU ACCESS system administrators and developers have access to the logs containing your personal information; Santa Clara University management has access to aggregated information. Aggregated information is also provided to Transact, Apple and to Android for the purposes of evaluating the program and understanding usage patterns on campus. This aggregated information does not contain, nor does it link to, personal information that could be used to identify a specific individual.

For further questions about your SCU ACCESS credential, you can call the ACCESS office at (408) 551-1647 or visit [scu.edu/access/](https://scu.edu/access/).

### **HOW YOUR INFORMATION IS SECURED**

Information transmitted between the eAccounts app and sites and services provided by the eAccounts app are sent securely through an encrypted SSL/TLS channel. Information collected for improvements and enhancements is stored on secure servers at Santa Clara University.

**I understand and accept the ACCESS Credential Terms and Conditions as stated above.**

## **RELEASE OF LIABILITY AND ASSUMPTION OF RISKS FOR USE OF SANTA CLARA UNIVERSITY ATHLETICS & CAMPUS RECREATION FACILITIES AND PROGRAMS**

In consideration for being permitted to utilize the fields, facilities, equipment, campus recreation programs and special events, which include but are not limited to aquatics, open recreations, intramural sports, club sports, fitness classes and summer camp (hereinafter 'Facilities and Programs') of Santa Clara University (hereinafter 'SCU'), I hereby agree for myself, my heirs and my assignees as follows:

I acknowledge and understand that participation in Facilities and Programs entails risks to my person and property that no amount of care, caution, instruction or expertise can eliminate, and that I am participating with full knowledge of said risks. Occasionally, these risks include fatal or serious personal injuries, loss of property, property damage or severe social and economic loss as a consequence of not only my own actions, inaction or negligence, but the actions, inaction and negligence of others, weather conditions, and conditions of the premises or equipment used. To the extent that I may use equipment belonging to SCU or others, I agree to inspect such equipment and personally determine that it is safe and suitable for the Facilities and Programs and to decline to use the equipment if I determine that it is not safe or suitable for such use. Additionally, I recognize that there may be other risks not known to me or not reasonably foreseeable at this time.

I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF LOSSES SUSTAINED WHILE UTILIZING THE FACILITIES AND PROGRAMS.

I hereby forever RELEASE, WAIVE AND DISCHARGE SCU, its officers, trustees, agents, employees, student employees and volunteers from any and all liabilities, claims, damages, demands or causes of action for fatal or serious personal injuries, loss of property, property damage or severe social and economic loss arising out of my use of and participation in Facilities and Programs.

I grant SCU permission to copyright, use, reuse, publish, and republish any photograph/video taken of me during use of and participation in Facilities and Programs for any purposes of advertising, publicity, promotion, or education, without restrictions or limitations. I waive the right to approve photos or usage.

I hereby certify that I do not suffer from any physical infirmity or chronic illness which would affect my ability to safely engage in the use of and participation in Facilities and Programs. I also understand that SCU does not provide health or accident insurance coverage for use of and participation in Facilities and Programs. I will be financially responsible for any medical attention needed as a result of use and participation in Facilities and Programs.

I expressly agree that the foregoing is intended to be as broad and inclusive as is permitted by the law of the State of California. I further agree that if a court should decide that any clause in this contract is invalid, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

I agree to abide by all facility policies and procedures which can be found at [www.scu.edu/recreation](http://www.scu.edu/recreation).

**I, THE UNDERSIGNED, HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I RECOGNIZE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I SIGN IT VOLUNTARILY.**



# Mandatory Health Insurance Requirements

Under the Affordable Care Act, individuals must now carry health insurance that meets the minimum essential coverage requirements as defined by the federal government.

Santa Clara University requires all degree seeking students, enrolled at least half-time in their school or college, to have health insurance (excluding certificate programs). This requirement helps to protect against unexpected high medical costs and provides access to quality health care.

Students may purchase the university sponsored Student Health Insurance Plan, but are not required to if they can provide proof of other U.S. insurance coverage comparable to the Student Health Insurance Plan as outlined in the benefit requirements. The waiver and benefit requirements are outlined below as well as on the Cowell Center Health Insurance web page. Students with comparable health insurance must complete the Online Waiver Form with their own insurance information prior to the waiver deadline date. To access the waiver deadline date, Online Waiver Form, and insurance plan information go to [www.scu.edu/cowell/insurance](http://www.scu.edu/cowell/insurance).

## **All students eligible to complete the waiver form will be subject to the process below:**

- STUDENTS WHO DO NOT COMPLETE THE ONLINE WAIVER FORM PRIOR TO THE ESTABLISHED WAIVER DEADLINE DATE WILL BE CHARGED THE APPROPRIATE HEALTH INSURANCE PREMIUM TO THEIR STUDENT ACCOUNT.
- IF AN ONLINE WAIVER FORM IS SUBMITTED AND APPROVED AFTER HEALTH INSURANCE HAS BEEN BILLED, BUT PRIOR TO THE ESTABLISHED WAIVER DEADLINE DATE, THE HEALTH INSURANCE PREMIUM CHARGE WILL BE REVERSED FROM THEIR STUDENT ACCOUNT WITHIN 3 BUSINESS DAYS OF WAIVER SUBMISSION.
- ALL HEALTH INSURANCE CHARGES REMAINING ON A STUDENT'S ACCOUNT AFTER THE ESTABLISHED WAIVER DEADLINE DATE WILL NOT BE REVERSED AND ARE THE RESPONSIBILITY OF THE STUDENT.

## **Waiver eligibility exclusions to the above requirements**

- All F-1 visa students are automatically enrolled into the school sponsored insurance plan. If the F-1 visa student is enrolled as a dependent on a spouse/parent/partner or employer US based and Affordable Care Act Compliant plan, the online waiver form must be completed before the established waiver deadline date.
- All J-1 visa students are required to be enrolled into the student health insurance and will be automatically enrolled into the plan.

Please see the health insurance website at [www.scu.edu/cowell/insurance](http://www.scu.edu/cowell/insurance) for additional details.

## **Waiver and Benefit Requirements**



**(Bolded requirements below are often overlooked by students)**

- **An out-of-state Medicaid insurance plan will not cover students in California; thus the out-of-state Medicaid insurance plan may not be used in lieu of the Student Health Insurance Plan.**
- Health insurance plans must provide unlimited lifetime maximum coverage.
- Pre-existing conditions must be covered with no waiting period.
- Health insurance plans must provide coverage for inpatient and outpatient hospitalization in Santa Clara County, CA.
- **Health insurance plans must provide access to local doctors, specialists, hospitals and other healthcare providers in emergency and non-emergency situations in Santa Clara**
- **It is CRITICAL that HMO plans, provide access for both emergency and non-emergency medical care in Santa Clara County, CA.**
- Health insurance plans must provide coverage for lab work, diagnostic x-rays, emergency room treatment, ambulance services and prescription coverage in Santa Clara County, CA.
- Health insurance plans must provide coverage for inpatient and outpatient mental health, substance abuse and counseling services in Santa Clara County, CA.
- **California Medi-Cal health plans must have assigned benefit coverage in Santa Clara County.**
- A new Online Waiver Form **must be submitted for each academic year** that a student would like to waive the Student Health Insurance Plan.
- A student's insurance coverage must be continuously maintained for the full academic year for which the student is enrolled at the university.
- Travel and Accident plans, Socialized medicine policies and International insurance plans do not provide acceptable coverage and may not be used in lieu of the Student Health Insurance Plan.
- **International Students Only** - Health insurance plans must provide coverage for medical evacuation of \$50,000 and repatriation of remains of \$25,000.
- Health insurance plans may not be short term medical plans purchased on a weekly or monthly basis.
- **All Kaiser members must have a Northern California medical number.**

If you have any questions on the waiver process please contact Tammy Oh, Health Insurance Coordinator, by email at [toh2@scu.edu](mailto:toh2@scu.edu) or at 408-554-2379. You may also contact Gallagher Student Health and Special Risk at 877-355-7114.

I, the undersigned, have carefully read and fully understand the Financial Terms and Conditions regarding Health Insurance as written above. By signing below, I confirm that I will take full responsibility, if applicable, should I fail to complete the health insurance Online Waiver Form by the established deadline date.

**Please Scroll to top of page to click the "Accept" button.**

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**VERIFICATION**

I, Denise Young, am the Executive Director of Children's Health Defense, California Chapter ("CHD-CA") and I am a resident of the County of Los Angeles State of California. I have read the foregoing Verified First Amended Complaint for Declaratory and Injunctive Relief and Damages, including Damages for: 1) Negligence; 2) Breach of Contract and Good Faith and Fair Dealing; 3) Tortious Interference with Contract; 4) Conspiracy to Induce Breach of Contract; and 5) Intentional Infliction of Emotional Distress against Defendants.

I have personal knowledge of the facts alleged herein, and as to those facts asserted on information and belief, I believe them to be true, and I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 24<sup>th</sup> day of June 2022, in Santa Monica California.

  
\_\_\_\_\_  
Denise Young, Executive Director  
Children's Health Defense, California Chapter

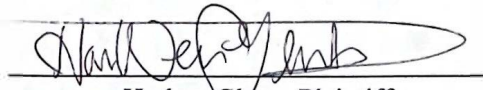
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**VERIFICATION**

I, Harlow Glenn, am a Plaintiff in this case and I am a resident of the County of Los Angeles, State of California. I have read the foregoing Verified 1st Amended Complaint for Declaratory and Injunctive Relief and Damages, including Damages for: 1) Negligence; 2) Breach of Contract and Good Faith and Fair Dealing; 3) Tortious Interference with Contract; 4) Conspiracy to Induce Breach of Contract; and 5) Intentional Infliction of Emotional Distress against Defendants.

I have personal knowledge of the facts alleged herein, and as to those facts asserted on information and belief, I believe them to be true, and I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this <sup>24</sup>~~23~~ day of June 2022, in Los Angeles, California.

  
Harlow Glenn, Plaintiff

VERIFIED FIRST AMENDED COMPLAINT

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Executed this 23rd day of June 2022, in San Jose, California.

Lyle Kosinski, Plaintiff

1 PROOF OF SERVICE

2 I am over the age of 18 and not a party to the within action. My business address is 3421 Via  
3 Oporto, Suite 201, Newport Beach, Calif. 92263. On June 26, 2022, I served the following  
document(s) on the interested parties in the following manner(s) as follows:

4 VERIFIED FIRST AMENDED COMPLAINT

5 / X / (VIA ELECTRONIC SERVICE) [Code Civ. Proc. Sec. 1010.6; CRC 2.251] by  
6 electronic mailing a true and correct copy through Facts Law Truth Justice's electronic  
7 mail system from Michelle@FLTJLLP.com to the email address(es) set forth below,  
8 or as stated on the attached service list per agreement in accordance with *Code of Civil  
Procedure* section 1010.6 and CRC Rule 2.251. The transmission was reported as  
complete and without error.

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<p>10 Randy Luskey   Partner Paul, Weiss, Rifkind, Wharton &amp; Garrison 11 LLP 535 Mission Street   24th Floor   San 12 Francisco, CA 94105 628 432 5112 (Direct Phone) 13 415 361 2313 (Cell)</p>	<p><a href="mailto:lvelazquez@paulweiss.com">lvelazquez@paulweiss.com</a> <a href="mailto:glauffer@paulweiss.com">glauffer@paulweiss.com</a> <a href="mailto:dberman@paulweiss.com">dberman@paulweiss.com</a> <a href="mailto:rluskey@paulweiss.com">rluskey@paulweiss.com</a></p> <p>Attorneys for Defendants, <i>THE PRESIDENT AND 14 TRUSTEES OF SANTA CLARA COLLEGE, a California Corporation, DR. LEWIS OSOFSKY, an individual, DEEPA ARORA</i></p>
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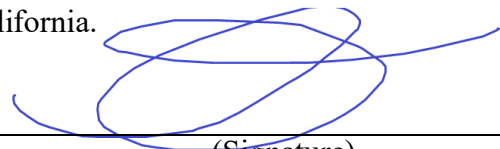
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17 / X / **State.** I declare under penalty of perjury under the laws of the State of California that the  
18 above is true and correct.

19 Executed on June 26, 2022 Newport Beach, California.

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21 \_\_\_\_\_  
Michelle Cusumano

  
\_\_\_\_\_  
(Signature)