2016 IL App (1st) 142696-U
No. 1-14-2696

THIRD DIVISION
August 3, 2016

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

GILLIAN JOHN-CHARLES,	)	Appeal from the Circuit Court
	)	of Cook County.
Plaintiff-Appellant,	)	
	)	
v.	)	No. 12 L 14135
	)	
ROOSEVELT UNIVERSITY,	)	
	)	The Honorable
Defendant-Appellee.	)	Thomas R. Mulroy,
	)	Judge Presiding.

JUSTICE PUCINSKI delivered the judgment of the court.
Presiding Justice Mason and Justice Fitzgerald Smith concurred in the judgment.

ORDER

¶ 1 *Held:* Circuit court affirmed where private university did not breach its contract with student because university expressly retained the authority to change or modify its procedures and policies; where no evidence established that university's decision was arbitrary or capricious; where evidence established that committee conducted its proceedings in substantial compliance with university standards and student was accorded procedural due process; and court did not abuse its discretion in denying non-relevant evidence at trial.

¶ 2 Plaintiff Gillian John-Charles (John-Charles) brought a breach of contract action against defendant Roosevelt University (Roosevelt) based on John-Charles' allegedly wrongful dismissal from the doctoral program. Following a bench trial, the circuit court found in favor of Roosevelt

and John-Charles appealed. For the following reasons we affirm the judgment of the circuit court.

¶ 3 BACKGROUND

¶ 4 In August 2009, John-Charles enrolled at Roosevelt in pursuit of her Doctor of Education in Educational Leadership (EdD). At that time, students in the EdD program were required to satisfy both academic and professional conduct requirements to achieve doctoral candidacy. These expectations were set forth in the 2009-2010 Graduate Academic Catalog for the College of Education, Department of Educational Leadership. The program provided that to achieve the status of doctoral candidate, students must have completed all courses with a grade point average (GPA) of 3.50 or higher and no more than one grade of "C" and have demonstrated professional behavior in their course work. Roosevelt's student handbook was updated in 2010 to clarify that the letter grade "C" included the grades of "C-" and "C+." The grades "C+", "C" and "C-" are considered failing grades in this program at Roosevelt. Roosevelt's student handbook permits students to retake a course once. There is also a grade appeal process.

¶ 5 I. John-Charles' Grades

¶ 6 A. Professor Bloom

¶ 7 Two years into the program, John-Charles completed twelve courses and had a cumulative GPA of 3.51. In the spring of 2010, John-Charles received a "C-" from Professor Leslie Bloom (Professor Bloom) in Qualitative Research Methods. John-Charles decided not to retake the course or appeal the grade.

¶ 8 B. Professor Hauser

¶ 9 On October 5, 2010, John-Charles attended Professor Gregory Hauser's (Professor Hauser) class of "Seminar in Ethics and Leadership," in which a discussion progressed with

fellow students contributing to the discussion, and John-Charles stating her personal belief that individuals are "not born gay." According to John-Charles, Professor Hauser accused her of having a negative and disparaging view of gay people. John-Charles was upset during the discussion and eventually left the classroom to compose herself and only returned to retrieve her things. On October 15, 2010, John-Charles met with Professor Hauser and Associate Dean Thomas Philion (Dean Philion) to discuss what occurred on October 5, 2010. According to Professor Hauser, the purpose of the meeting was to discuss John-Charles' comments made in class and appropriate follow-up. Dean Philion characterized the meeting as an "intervention." According to John-Charles, Professor Hauser questioned her about her beliefs regarding sexual orientation. The next class session with Professor Hauser was on October 19, 2010, at which time John-Charles audio taped the class.

¶ 10 On November 11, 2010, John-Charles filed a formal internal complaint with Roosevelt alleging discrimination and harassment stemming from Professor Hauser's conduct towards her. After a review of the complaint, Professor Renate Rohde (Professor Rohde), a Professor in the College of Education, found it to be unsubstantiated and John-Charles appealed. Roosevelt rejected the appeal and notified John-Charles in a letter from Dr. Holly Stadler (Dean Stadler), Dean of the College of Education.

¶ 11 On December 20, 2010, Professor Hauser filed a formal complaint against John-Charles. The formal complaint was based on the audio recording of Professor Hauser's class without permission and failure to respond timely to emails to discuss the matter. The complaint resulted in John-Charles being found responsible for the audio recording and she was issued a written warning. John-Charles appealed and in support of her appeal filed a petition, in which seven out

of ten fellow classmates acknowledged that use by students of a variety of electronic devices was commonplace in Professor Hauser's classroom. A review committee upheld the written warning.

¶ 12 At the end of the fall semester of 2010, John-Charles received a "C+" in "Seminar in Ethics and Leadership" from Professor Hauser. This grade was based, in part, on John-Charles' low score for class participation. Prior to receiving the grade, on December 6, 2010, Professor Rohde offered John-Charles the opportunity to retake the course with a different professor without charge, which she declined. John-Charles appealed this grade first to Professor Hauser, then to Professor Rohde, then to Dean Stadler. John-Charles also appealed her grade to the University Student Review Board and finally to the Vice Provost for Faculty and Academic Administration, Dr. Samuel Rosenberg (Dr. Rosenberg). Dr. Rosenberg requested Dr. Kimberly Ruffin (Dean Ruffin), Dean and Director for the Center for Teaching and Learning, to review John-Charles' grade appeal and provide Dr. Rosenberg with a summary. John-Charles' grade was upheld at every level of review and Dr. Rosenberg issued his written decision on September 9, 2011.

¶ 13 It is undisputed that John-Charles received a failing "C-" in spring 2010 from Professor Bloom and a failing "C+" from Professor Hauser. John-Charles did not opt to retake either of the 2 courses as provided by Roosevelt's rules. The net effect is 2 failing "C's", which is one more than permitted to remain eligible in the doctoral program.

¶ 14 II. John-Charles' Emails

¶ 15 Roosevelt's email policy provided that all students were expected to use email as the official channel for communication between Roosevelt and students.

¶ 16 A. Professor Hauser

¶ 17 In November 2010, John-Charles sent an email to Professor Hauser accusing him of "concocting" a claim against her and accusing Professor Hauser of being blatantly discriminatory. On December 24, 2010, John-Charles sent another email to Professor Hauser calling him "unethical, unprofessional and slanderous fraud. I will not accept this racist treatment from you." The email also stated that if Professor Hauser is the type of professor that Roosevelt stands behind, then that does not say much for Roosevelt.

¶ 18 B. Professor Bloom

¶ 19 On April 15, 2011, after receiving notice of a negative evaluation from Professor Bloom, John-Charles sent an email to Professor Bloom stating "how absolutely DARE you accuse me of plagiarism. This is ridiculously unfair and I am tired of dealing with this unethical, unjust and discriminatory harassment [sic]. I have reached my threshold of tolerance." On May 27, 2011, John-Charles sent another email to Professor Bloom claiming that Professor Bloom submitted a made-up, fabricated, and malicious disposition assessment rating. John-Charles called Professor Bloom and Professor Hauser "the most racist and socially unjust people I have ever encountered in my life and I will see to it that the academic world is made aware of the discrimination, harassment [sic] and racism that is rampant at Roosevelt University via pseudo professors like you." It is undisputed that John-Charles' emails to her professors were unprofessional.

¶ 20 III. Roosevelt's Student Evaluation Process

¶ 21 Roosevelt formalized a process for evaluating student behavior and professional disposition assessment that included a student performance review (SPR), which was added to the curriculum in the fall of 2010. In the spring of 2011, based upon Professor Hauser's and Professor Bloom's unacceptable disposition assessments of John-Charles, an SPR was set for

hearing on July 21, 2011. The SPR committee consisted of Professor Hauser, Professor Bloom, Professor Martin Jason (Professor Jason) and Professor Thomas Kersten (Professor Kersten).

¶ 22 A. Professor Hauser's Disposition Assessment

¶ 23 Professor Hauser's disposition assessment of John-Charles showed a cumulative score of 14 out of a possible 24 points in 8 categories. A score of 1-8 ranks unacceptable; 8-16 developing and 17-24 proficient. His assessment included observations that John-Charles: "made homophobic comments in class including: 'I wouldn't let gay and lesbian students attend a school prom.'"; "She does not convey an interest in learning about the LGBT population and learning issues associated with their membership in democratic leaning communities"; and "deliberately tape recorded her colleagues and me without permission."

¶ 24 B. Professor Bloom's Disposition Assessment

¶ 25 John-Charles had taken a course (ELOC 686) from Professor Bloom, who submitted an "unacceptable" disposition assessment of John-Charles stating, among other things, that John-Charles engaged in "disrespectful communications"; "disruptive classroom conduct"; and "lack of attention to core knowledge about social justice issues."

¶ 26 IV. The Hearing

¶ 27 At the hearing, John-Charles and her attorney were present, and she presented her position and answered questions. Following the hearing, the SPR committee recommended that John-Charles be dismissed from the EdD program for the reasons stated in Professor Hauser's and Professor Bloom's professional dispositions assessments. Of particular significance to the committee's decision was the concern about John-Charles' persistent difficulty responding professionally and appropriately to constructive criticism. John-Charles twice appealed the dismissal determination, first to Dean Philion, who upheld the decision, and then to Dean

Stadler. On October 11, 2011, Dean Stadler issued her written decision also upholding the dismissal. It is undisputed that John-Charles had 2 unfavorable disposition assessments.

¶ 28 V. The Lawsuit

¶ 29 In December 2012, John-Charles filed her initial complaint against Roosevelt, which was dismissed by the circuit court. On May 13, 2013, she filed an amended complaint against Roosevelt alleging two counts of breach of contract. The complaint alleged that both an express and implied in fact contract existed between John-Charles and Roosevelt based on the terms of the doctoral program catalog and other Roosevelt policies. She further alleged that Roosevelt breached the terms of this contract by dismissing her from Roosevelt without any discernible rational basis and without following applicable Roosevelt policies and procedures. A two day bench trial was held, and on June 24, 2014, the circuit court entered judgment for Roosevelt, ruling that Roosevelt had acted in good faith and dealt fairly with John-Charles in dismissing her from the EdD program. Thereafter, John-Charles filed a motion for reconsideration, which was denied, and this timely appeal followed.

¶ 30 ANALYSIS

¶ 31 On appeal, John-Charles argues that the circuit court erred when it determined that: (1) Roosevelt did not breach its contract with her; and (2) the dismissal proceedings accorded her procedural due process. John-Charles further argues that the circuit court abused its discretion in denying evidence at trial intending to demonstrate that John-Charles' personal belief had support in the professional community.

¶ 32 The circuit court, when sitting as the trier of fact in a bench trial, makes findings of fact and weighs all of the evidence in reaching a conclusion. *Nokomis Quarry Co. v. Dietl*, 333 Ill. App. 3d 480, 483–84 (2002). When a party challenges a circuit court's bench-trial ruling, we

defer to the court's factual findings unless they are contrary to the manifest weight of the evidence. *Id*. at 484. Under this standard of review, we give great deference to the circuit court's credibility determinations and we will not substitute our judgment for that of the circuit court "because the fact finder is in the best position to evaluate the conduct and demeanor of the witnesses." *Samour, Inc. v. Board of Election Commissioners*, 224 Ill. 2d 530, 548 (2007). Further, "[a] factual finding is against the manifest weight of the evidence when the opposite conclusion is clearly evident or the finding is arbitrary, unreasonable, or not based in evidence." *Id.* at 544. We will not disturb the findings and judgment of the trier of fact "if there is any evidence in the record to support such findings." *Brown v. Zimmerman*, 18 Ill. 2d 94, 102 (1959); *Nokomis Quarry Co.,* 333 Ill. App. 3d at 484; *Staes & Scallan, P.C. v. Orlich*, 2012 IL App (1st) 112974. We now turn to the issues on appeal.

¶ 33 The agreement between a student and a private university is not analyzed in the traditional contract context. By its very nature it requires analysis of the documents which control the relationship. Each private university creates its own documents in which it may retain certain rights and which students may accept when they attend the university or may reject when they decline the opportunity. "It is true that a college or university and its students have a contractual relationship and the terms of the contract are generally set forth in the school's catalogs and bulletins. (See *Frederick v. Northwestern University Dental School*, 247 Ill. App. 3d 464, 471 (1993)). However, the relationship between a student and a private university is unique and cannot be strictly categorized or characterized in purely contractual terms. See *Bilut v. Northwestern University*, 269 Ill. App. 3d 125, 133 (1994). Moreover, courts are reluctant to interfere with the academic affairs and regulation of student conduct in a private university setting. (See *Holert v. University of Chicago,* 751 F. Supp. 1294, 1301 (1990)). Therefore, in the

student-university context, a student may have a remedy for breach of contract when it is alleged that an adverse academic decision has been made concerning the student but *only* if that decision was made arbitrarily, capriciously, or in bad faith. See *Frederick* 247 Ill. App 3d at 471." *Raethz v. Aurora Univ.,* 346 Ill. App. 3d 728, 732 (2004). (Emphasis in the original.)

¶ 34 I. Breach of Contract Claim

¶ 35 A. University's Modification

¶ 36 John-Charles argues that the circuit court erred in finding that Roosevelt did not breach its contract with her. John-Charles contends that Roosevelt's written catalogs and handbooks created an enforceable contractual relationship with its students and Roosevelt breached its contract by unilaterally modifying the terms. Specifically, she points to the addition of a new disposition assessment process and a change in Roosevelt's letter grading system. John-Charles argues that Roosevelt made these substantive changes without notice, consideration or acceptance by her. She contends that no contract can be modified or added to, in *ex parte* fashion by one of the contracting parties without the knowledge and consent of the other party. John-Charles maintains that Roosevelt's contract modifications did not provide for an exchange benefit to her and therefore was a breach of contract between the parties.

¶ 37 Roosevelt responds that the modifications concerning the disposition assessment process and clarification of its letter grading system were not a breach of contract because Roosevelt expressly retained the right to change, phase out or discontinue any policy or program in its student handbook. Although Roosevelt agrees that a student's relationship with a university has contractual components, Roosevelt points out that our courts have traditionally treated students' contractual claims against schools differently than typical breach of contract claims.

¶ 38 In order to state a claim for breach of contract under Illinois law, a plaintiff must allege the existence of a contract (i.e., an offer, acceptance and consideration), the plaintiff's performance of his own contractual obligations, the defendant's alleged breach, and damages resulting from the breach. *Nuccio v. Chicago Commodities, Inc*., 257 Ill. App. 3d 437, 443 (1993). But, in order to state a breach of contract between a student and a private university, the student has the additional burden of establishing arbitrary or capricious behavior. *Frederick*, at 471.

¶ 39 The circuit court determined that an express term of the agreement between the parties was that Roosevelt at all times retained the authority to change its policies and programs and the court concluded that the exculpatory and explanatory language in the handbook made clear that the changes Roosevelt made to the catalog were not a breach of contract. We agree and note that the student handbook specifically states "[t]he provisions of this handbook are for information purposes only and are not intended to create a contract or agreement or implied contract between the University and any applicant or student." Therefore, Roosevelt expressly retained the right to change its policies and programs at anytime during John-Charles' doctoral program. Roosevelt's unilateral modification of the new disposition assessment process and the clarification of its letter grading system did not constitute a breach of contract. The evidence supports the court's determination. We conclude that the court did not err in finding that Roosevelt did not breach its contract with John-Charles.

¶ 40 B. Arbitrary and Capricious

¶ 41 John-Charles also argues that the circuit court erred in finding that Roosevelt did not breach its contract when it acted arbitrarily and capriciously in dismissing her for entirely non-academic reasons. John-Charles contends that Roosevelt acted arbitrarily and capriciously in the

following ways: (a) Professor Hauser made up his mind to remove John-Charles from Roosevelt after only three class sessions based on a personal belief she expressed, a personal belief as to which Professor Hauser personally disagreed; (b) Professor Hauser made statements as to John-Charles' conduct which he knew to be false and which statements Roosevelt unreasonably relied upon for her dismissal; (c) by dismissing John-Charles on the basis of disposition assessments alone and before letter grading was ever finalized; (d) Roosevelt violated its own non-discriminatory policy by punishing John-Charles for her personal belief; (e) fellow students in John-Charles' class utilized electronic devices without sanction from Professor Hauser and the circuit court erred to the extent it accorded little or no weight to this evidence of discriminatory treatment; (f) the court's ruling relied on the representations of two of Roosevelt's professors at the center of John-Charles' dismissal in spite of the fact the circuit court expressed harsh criticism and doubt regarding the veracity of the same two professors at trial; and (g) Roosevelt's refusal to allow John-Charles to retake a course.

¶ 42 In further support of John-Charles' contention that Roosevelt engaged in arbitrary and capricious conduct in dismissing her, John-Charles asserts that the four emails chosen by Roosevelt to paint her in a bad light, were an example of her frustration with Roosevelt and not her unprofessionalism. John-Charles admits that the language was not tactful, but claims that Roosevelt produced no evidence that John-Charles' claims and statements were unreasonable or without merit.

¶ 43 Roosevelt responds that John-Charles' claim of arbitrary and capricious conduct is unsupported. Roosevelt maintains that the evidence established that John-Charles' dismissal was based on her failure to satisfy academic requirements and her failure to satisfy professional requirements, not based on John-Charles' personal belief.

¶ 44 A court will not review a teacher's subjective academic decision, but will review "whether school authorities acted arbitrarily or capriciously in their treatment of a student, including dismissal." *Seitz-Partridge v. Loyola University of Chicago*, 409 Ill. App. 3d 76, 82 (2011). A student has a valid cause of action against a school when it is alleged that an adverse decision against a student "supposedly for academic deficiencies, was made arbitrarily, capriciously, and in bad faith." *Brody v. Finch University of Health Sciences/The Chicago Medical School,* 298 Ill. App. 3d 146, 156 (1998). It has been held that in stating a cause of action for breach of contract against a school, the plaintiff has the heavy burden of showing that the plaintiff's dismissal was "without any discernible rational basis." *Frederick,* 247 Ill. App. 3d at 472 (quoting *Holert*, 751 F. Supp. at 1301).

¶ 45 Dismissal on professionalism grounds amounts to a deference-receiving academic judgment for several reasons. See *Al-Dabagh v. Case Western Reserve University,* 777 F. 3d 355, 359 (2015); *Doherty v. S. Coll. of Optometry*, 862 F. 2d 570, 576 (1988). The student handbook—the governing document—says professionalism is part of a university's academic curriculum. Judges are "ill equipped" to second-guess a university's curricular choices. See *Al-Dabagh,* 777 F. 3d at 359. Courts have repeatedly emphasized that "academic evaluations" may permissibly extend beyond "raw grades [and] other objective criteria." *Ku v. Tennessee*, 322 F. 3d 431, 436 (2003); see *Yoder v. Univ. of Louisville,* 526 Fed. Appx. 537, 549–50 (2013); dismissing a medical student for lack of professionalism is "academic," says one; *Halpern v. Wake Forest Univ. Health Scis*., 669 F. 3d 454, 463 (2012); refusing to approve a Ph.D. thesis because its acknowledgement section was unprofessional is "academic," says another; *Brown v. Li,* 308 F. 3d 939, 943, 952 (2002); dismissing a student for "non-cognitive" problems like "sleeping in" is "academic," says still another. *Richmond v. Fowlkes,* 228 F. 3d 854, 856, 858

(2000). See *Harris v. Blake*, 798 F. 2d 419, 423 (1986) (dismissing a student for failing to attend practical class sessions is "academic"); *Perez v. Tex. A & M Univ. at Corpus Christi, No. 14–40081*, 589 Fed. Appx. 244, 249-50, (2014) (dismissing a student for tardiness is "academic").

¶ 46 The circuit court found that John-Charles failed to carry her burden to prove that her poor grades and disposition assessments were solely the result of Roosevelt's bad faith, or due to a conspiracy to dismiss her without cause because Roosevelt disagreed with her personal belief. The court reasoned that the facts of the case made clear that John-Charles' poor academic and professional record in the doctoral program established reasonable grounds for her dismissal. The court concluded that Roosevelt introduced evidence John-Charles was dismissed for cause, and Roosevelt acted in good faith and dealt fairly with her.

¶ 47 We agree and note that there have been numerous cases where Illinois courts have considered and rejected arguments based upon breach of contract counts because there was no evidence of arbitrary, capricious or bad-faith conduct toward a dismissed student. See, e.g., *Raethz,* 346 Ill. App. 3d at 733–34 (where the appellate court reversed a judgment for a student who had been dismissed from a graduate program, finding that the university was not liable for breach of contract because there was no evidence of arbitrary, capricious or bad-faith conduct on its part); *Bilut*, 269 Ill. App. 3d at 136 (where an unsuccessful Ph.D. candidate's grant of injunctive relief in a breach of contract lawsuit was reversed because the appellate court determined the plaintiff failed to prove that the private university had acted in an arbitrary and capricious manner and had based its decision on anything other than academic grounds); *Frederick,* 247 Ill. App. 3d at 474 (where the court concluded that a dental student's dismissal was not a result of arbitrary, capricious, bad-faith or discriminatory conduct on the part of the private school).

¶ 48 We find that the evidence supports the court's determination that Roosevelt acted in good faith in dismissing John-Charles and did not amount to a breach of contract. In fact, the evidence reveals that John-Charles' failures were well documented and Roosevelt was concerned with allowing her to continue in the program. Dean Ruffin's notes regarding her review of John-Charles' grade appeal states: "I conclude that the student's grade dispute has some merit despite what may be legitimate concerns about the quality of the student's educational leadership." Moreover, John-Charles' emails, containing accusations of racism and discrimination, also calling Professor Hauser an unethical, unprofessional and slanderous fraud, and threatening to expose this rampant harassment and discrimination to the academic world are evidence of John-Charles' unprofessional communications. Roosevelt ultimately exercised its academic judgment and dismissed John-Charles in good faith. We conclude that the court did not err in finding that Roosevelt did not breach its contract with John-Charles. The court had problems with Professor Hauser and Professor Bloom as witnesses. However, its ultimate decision that John-Charles was properly removed from the program because her "poor academic and professional record established reasonable grounds for dismissal" is not against the manifest weight of the evidence. See *Raethz*, 346 Ill. App. 3d at 733-34.

¶ 49 II. Procedural Due Process

¶ 50 Turning to John-Charles's argument that the circuit court erred in determining that she was accorded procedural due process, John-Charles contends that Roosevelt failed to follow its own procedures and she was not given a genuine opportunity to protest her dismissal. John-Charles claims that she was deprived of her right to due process because Roosevelt did not follow its own procedures within the context of Roosevelt's SPR process. She contends that two members of the faculty committee that made the initial dismissal determination also issued

negative dispositions assessments. John-Charles maintains that the SPR policy contemplates that the faculty member(s) initiating the SPR would have a limited role in the SPR. In support, John-Charles quotes from the handbook: "[a]t the SPR meeting the committee of the program faculty will describe the nature of the problem identified by the faculty/staff member(s) who initiated the SPR. If present, the faculty/staff member(s) who initiated the SPR may provide additional explanation." John-Charles also argues that at the hearing she was denied the opportunity to present evidence of discriminatory and retaliatory treatment by Roosevelt.

¶ 51 Roosevelt responds that once the student performance review was triggered, John-Charles received the full due process provided for by Roosevelt's procedures governing SPR and academic dismissals, including multiple levels of appeal. In fact, once the SPR process was triggered by seven unacceptable ratings on John-Charles' disposition assessments, a hearing was held by the SPR, which John-Charles and her attorney attended. Roosevelt claims that there is nothing in the handbook which limited any professor's role in the SPR. The committee, which consisted of Professor Hauser, Professor Bloom, and two other members of the faculty, arrived at the decision to dismiss John-Charles only after hearing from her and deliberating on the basis of her full record as well as her comments and demeanor during the hearing. Roosevelt contends that John-Charles introduced no evidence that Hauser and/or Bloom exerted undue influence on the SPR process.

¶ 52 The determination whether to dismiss a student for academic reasons requires an expert evaluation of cumulative information and is not readily adapted to the procedural tools of judicial or administrative decision-making. *Board of Curators of University of Missouri v. Horowitz*, 435 U.S. 768, 89 (1978). We note prior decisions of state and federal courts unanimously holding that formal hearings before decision-making bodies need not be held in the case of academic

dismissal. See *Snyder v. Massachusetts*, 291 U. S. 97, 118-19 (1934); *Powell v. Alabama*, 287 U. S. 45, 69-70 (1932); *Jackman v. Rosenbaum Co*., 260 U. S. 22, 31 (1922); *Coveney v. President & Trustees of the College of the Holy Cross,* 445 N.E. 2d 136, 140 (Mass. 1983); *Schaer v. Brandeis University,* 735 N.E. 2d 373, 381 (Mass. 2000).

¶ 53 The circuit court found that Roosevelt provided multiple levels of appeal and that Roosevelt carefully considered John-Charles's complaints through the numerous layers of due process Roosevelt provided.

¶ 54 We agree. Our review of the catalog, spelling out Roosevelt's contractual obligations, reveals nothing which would indicate that John-Charles was entitled to call her own witnesses or cross-examine witnesses against her. Nor does the law require that such procedures be followed in an academic hearing conducted by a private educational institution. The only contractual obligation Roosevelt owed John-Charles was to allow her to be present with legal representation when the SPR reviewed her case. Roosevelt fulfilled this obligation.

¶ 55 We find that John-Charles has presented no facts to support the claim that her due process rights were violated. Rather, she has offered only bare allegations of wrongdoing supported by mere personal opinion and speculation. Because the relationship between John-Charles and Roosevelt was strictly contractual in nature, she was entitled only to those procedural safeguards that Roosevelt agreed to provide. The evidence produced at trial adequately established that the SPR committee conducted its proceedings in substantial compliance with Roosevelt's standards and established practices. See *Tedeschi v. Wagner College*, 49 N.Y. 2d 652, 660 (1980). There is no evidence that the committee failed to accord John-Charles the procedural safeguards available to any student. We conclude that the court did not err in finding that John-Charles was accorded procedural due process. The court's

determination was not against the manifest weight of the evidence. See *Holert,* 751 F. Supp. at 1301.

¶ 56 III. Evidence

¶ 57 Lastly, John-Charles argues that the circuit court abused its discretion in denying evidence at trial intending to demonstrate that her personal belief had support in the professional community. John-Charles contends that the court barred testimony intended to elicit proof that her beliefs about homosexuality have backing in the professional community. She maintains that since the voicing of her belief that individuals are "not born gay" was the cause of her dismissal, John-Charles should have been allowed the opportunity to question Roosevelt's personnel regarding their knowledge of the existence of conflicting views on this subject. John-Charles maintains that on every occasion when she attempted to elicit such evidence at trial, the line of questioning was quashed. She contends that proof of this knowledge by Roosevelt is evidence of Roosevelt's non-academic dismissal in its effort to punish her for this belief.

¶ 58 Roosevelt responds that John-Charles' dismissal was not based on her personal beliefs, and that the legitimacy of her personal beliefs was irrelevant to the issue of her dismissal. Roosevelt claims that the court determined that John-Charles had not been dismissed based on her personal or professional opinion, and any testimony demonstrating that her personal opinion had some backing in the professional community would have had no impact on the court's ruling.

¶ 59 "A circuit court's decision barring a party from presenting evidence at trial and imposing sanctions is subject to an abuse of discretion standard of review." *State Farm Mut. Ins. Co. v. Santiago,* 344 Ill. App. 3d 1010, 1013 (2003) (quoting *Pickering v. Owens-Corning Fiberglas*s *Corp*., 265 Ill. App. 3d 806, 820 (1994). "An abuse of discretion occurs when the court's ruling is arbitrary or exceeds the bounds of reason." *Id*.

¶ 60 We find John-Charles has failed to establish that her personal beliefs were the cause of her dismissal. In fact, as previously noted, there is ample evidence that Roosevelt dismissed her based on her failure to satisfy academic and professional requirements. Therefore, we find no abuse of discretion when the court barred John-Charles from presenting irrelevant evidence at trial intending to demonstrate that her belief had support in the professional community.

¶ 61 CONCLUSION

¶ 62 Based on the foregoing reasons, the judgment of the circuit court is affirmed.

¶ 63 Affirmed.