

IN THE SUPREME COURT OF OHIO

Case No. ——— 11-0673

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ORIGINAL

**BOARD OF EDUCATION OF THE  
CITY SCHOOL DISTRICT OF THE  
CITY OF CINCINNATI,**

Appellant,

v.

**ROGER CONNERS, et al,**

Appellee.

On Appeal from the Hamilton County Court  
of Appeals, First Appellate District

Court of Appeals No. C100399

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**MEMORANDUM IN SUPPORT OF JURISDICTION OF APPELLANT  
BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF  
CINCINNATI**

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FILED  
APR 25 2011  
CLERK OF COURT  
SUPREME COURT OF OHIO

**TABLE OF CONTENTS**

	<u>Page</u>
EXPLANATION OF WHY THIS CASE INVOLVES A QUESTION OF PUBLIC OR GREAT GENERAL INTEREST.....	1
STATEMENT OF THE CASE AND FACTS .....	3
ARGUMENT IN SUPPORT OF PROPOSITION OF LAW .....	5
<b><u>Proposition of Law:</u></b> The Ohio legislature has not expressed a public policy in favor of community schools over public schools with regard to a public school district’s disposal of real property; to the extent any public policy has been established, it is expressly stated in R.C. 3313.41(G) and does not permit a court of law to unilaterally abridge a public school district’s statutory right to enter into arm’s-length contract terms, including deed restrictions, in a contract to sell real property to private citizens.....	5
CONCLUSION .....	9
PROOF OF SERVICE.....	11
APPENDIX	<u>Appx. Page</u>
Judgment Entry of the Hamilton County Court of Appeals (March 11, 2011).....	1
Decision of the Hamilton County Court of Appeals (March 11, 2011) .....	2

EXPLANATION OF WHY THIS CASE INVOLVES A QUESTION  
OF PUBLIC OR GREAT GENERAL INTEREST

This case involves a deed restriction that the Board of Education of the City School District of the City of Cincinnati (“CPS”) placed upon certain real property sold to an individual purchaser at public auction pursuant to R.C. 3313.41(A). The Court of Appeals summarily concluded that this unambiguous and arm’s-length restriction is void as against public policy, ignoring over 100 years of precedent from the Ohio Supreme Court and violating the fundamental principle that parties have a right to freely contract and enjoy the benefit of their bargain. According to the First District, “the facilitation of community schools having access to classroom space was clear Ohio public policy” sufficient to void a freely-negotiated deed restriction that accompanied the sale of real property between CPS and a private purchaser.<sup>1</sup> This decision effectively subjugates public school districts’ explicit statutory right to enter into contracts to the First District’s own vague and unsupported notion of an extra-statutory public policy favoring community schools over public schools.

The Court of Appeals ignored the statutory direction of the General Assembly, which explicitly grants public school districts the right and authority to enter into contracts in their corporate capacity.<sup>2</sup> “The right to contract freely with the expectation that the contract shall endure according to its terms is as fundamental to our society as the right to write and to speak without restraint.”<sup>3</sup> This Court has long held that deed restrictions are a valid and permissible method of directing the future use of land in Ohio, so long as they are unambiguous and freely negotiated.<sup>4</sup> The decision of the Court of Appeals completely ignores these basic tenets of

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<sup>1</sup> *Bd. of Education of the City School Dist. of the City of Cincinnati v. Roger Conners* (March 11, 2011), Hamilton App. No. C-100399, 2011-Ohio-1084, at ¶ 9, .

<sup>2</sup> R.C. 3313.17.

<sup>3</sup> *Lake Ridge Academy v. Carney* (1993), 66 Ohio St.3d 376, 381, 613 N.E.2d 183.

<sup>4</sup> *Stines v. Dorman* (1874), 25 Ohio St. 580, 1874 Ohio LEXIS 233.

contract and property law, and presents a matter of first impression and great public and general interest. The Court of Appeals ruling undermines the express statutory authority of all public school districts to enter into binding contracts.

The Court of Appeals anchored its decision in R.C. 3313.41(G), but ignored the explicit language and intent of that statute sub-section.<sup>5</sup> The Court of Appeals has usurped the General Assembly's legislative authority, circumventing the explicit language of the Revised Code to create, for the first time, an extra-statutory restriction on a public school district's ability to dispose of real property. The Court of Appeals based its decision on merely its own expansive view of "clear Ohio public policy." This case involves a question of first impression and great public and general interest.

The novel public policy proposed by the First District is startling for its complete and utter lack of definition or limitation. Based upon the First District's rationale, other contractual provisions routine in real estate transactions may presumably also be voided if they appear to burden community schools or some other entity. The fact that the terms of the contract were unambiguous and freely-negotiated was not addressed by the Court. The decision of the Court of Appeals presents a matter of first impression and great general and public interest because it improperly circumvents the explicit language and intent of the Ohio legislature and creates an expansive, undefined, court-established public policy. The Court's vague decision will negatively impact the public, and notably all public school districts, as they will face increasing challenges to their contracts with both community schools and private parties.

This Court must accept jurisdiction to conclude the extent to which the General Assembly has or has not established a public policy in favor of community schools sufficient to

supersede an otherwise valid and negotiated contractual provision. The decision of the First District directly conflicts with the explicit statutory right of boards of public school districts to enter into binding contracts, grossly expands the actual intent of the General Assembly with regard to community schools, and its vagueness opens the door to excessive litigation involving school districts throughout the state.

### STATEMENT OF THE CASE AND FACTS

As part of its Facilities Master Plan, CPS in conjunction with the Ohio School Facilities Commission systematically determined that particular former school buildings were no longer suitable for use as classroom space.<sup>6</sup> A number of those buildings were offered at public auction in June 2009 pursuant to R.C. 3313.41(A).<sup>7</sup> R.C. 3313.41(G) requires CPS to first offer to the boards of community schools real property that is suitable for use as classroom space. Although the trial court did not allow discovery or permit any evidence on this topic prior to granting the motion for judgment on the pleadings, CPS has stated that it used specific and objective criteria to conclude that this property was not suitable for use as classroom space.<sup>8</sup> By the terms of the statute, the first offer requirement does not apply when real property is not suitable for use as classroom space.<sup>9</sup> CPS was therefore required by statute to offer the property for sale at public auction.<sup>10</sup>

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<sup>5</sup> In fact, that statute does not even apply to this contract because the trial court made no factual finding that the property was suitable for use as classroom space. Additionally, the contract sold real property to a private individual, not the board of any local community school.

<sup>6</sup> Complaint, T.d. 2, - ¶ 3.

<sup>7</sup> *Id.*

<sup>8</sup> This case was decided at the trial court on a Motion for Judgment on the Pleadings. Accordingly, because the trial court did not allow for any discovery in this case, the facts as alleged by CPS must be taken as true. CPS has alleged that the former Roosevelt School was not suitable for use as classroom space, and the first-offer provisions of R.C. 3313.41(G) were therefore not effective. In fact, the parties have submitted cross-motions for summary judgment to the trial court on these very issues, which have yet to be resolved by the trial court. Accordingly, it was error for the First District to conclude that "we are not persuaded by CPS's argument that the property was not 'suitable' for classroom use."

<sup>9</sup> R.C. 3313.41(G).

<sup>10</sup> R.C. 3313.41(A).

At the auction, Roger and Deborah Conners (“Conners”) purchased the dilapidated and obsolete former Roosevelt School for the amount of \$30,000.<sup>11</sup> All of the printed marketing materials, the plain language of the Purchase and Sale Agreement, and the deed itself put Conners on explicit notice that the property would be sold subject to a deed restriction.<sup>12</sup> The deed restriction states that Conners covenants “to use the Property for ‘commercial development’...[and] not to use the Property for school purposes, now or at any time in the future.”<sup>13</sup> When Conners was asked to explain the use to which he intended to put the property, as part of the Purchase and Sale Agreement, he declared his intent to be “not sure” and “possible re-sale to another interest [sic] buyer.”<sup>14</sup> Based on his course of conduct, Conners’ declaration was false at the time he wrote and signed it; he intended all along to lease or sell the property to a community school.<sup>15</sup>

In January 2010, CPS became aware of Conners’ intention to lease or sell the property to a community school.<sup>16</sup> CPS filed a Complaint for Declaratory Judgment and Injunctive Relief in the Hamilton County Court of Common Pleas to enforce the deed restriction. Conners filed a motion for judgment on the pleadings and the trial court granted that motion, explaining that it was effectively deferring to the First District Court of Appeals.<sup>17</sup> The First District affirmed the trial court’s decision and held that “the facilitation of community schools having access to classroom space was clear Ohio public policy. And the deed restriction that sought to prevent the use of property for educational purposes was void as against this clear policy.”<sup>18</sup> The Ohio

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<sup>11</sup> Complaint, T.d. 2, - ¶ 4.

<sup>12</sup> *Id.* - ¶¶ 3, 5, 8.

<sup>13</sup> *Id.* - ¶ 8.

<sup>14</sup> *Id.* - ¶ 6.

<sup>15</sup> *Id.* - ¶¶ 10-11.

<sup>16</sup> *Id.*

<sup>17</sup> T.p. – p. 61.

<sup>18</sup> *Bd. of Education of the City School Dist. of the City of Cincinnati v. Roger Conners* (March 11, 2011), Hamilton App. No. C-100399, 2011-Ohio-1084, at ¶ 9.

legislature has never stated that public schools may not utilize deed restrictions prohibiting the use of property as classroom space. Instead, the General Assembly simply requires public school districts to first offer real property suitable for use as classroom space to community schools.

### ARGUMENT IN SUPPORT OF PROPOSITION OF LAW

#### **Proposition of Law:**

**The Ohio legislature has not expressed a public policy in favor of community schools over public schools with regard to a public school district's disposal of real property; to the extent any public policy has been established, it is expressly stated in R.C. 3313.41(G) and does not permit a court of law to unilaterally abridge a public school district's statutory right to enter into arm's-length contract terms, including deed restrictions, in a contract to sell real property to private citizens.**

In Section 3313.41 of the Revised Code, the Ohio legislature explicitly defined CPS's obligations with regard to the disposal and sale of real property. Specifically, "when a board of education decides to dispose of real or personal property that it owns in its corporate capacity and that exceeds in value ten thousand dollars, it shall sell the property at public auction."<sup>19</sup> Public school districts also must first give boards of local community schools the opportunity to purchase that property at the appraised value of the property, if the real property is suitable for use as classroom space.<sup>20</sup> This preliminary requirement has no effect upon the public auction process by which public school districts are directed to sell real property that is not suitable for use as classroom space. Nonetheless, the Court of Appeals relied upon this single statutory provision to allow a private individual purchaser to void an unambiguous deed restriction that was agreed-upon at the time of the public auction. This decision of the Court of Appeals is error for three different reasons.

First, the decision of the Court of Appeals seeks to establish a public policy where no such public policy was ever intended or expressed by the General Assembly. The Ohio Supreme

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<sup>19</sup> R.C. 3313.41(A).

<sup>20</sup> R.C. 3313.41(G).

Court's established precedent overwhelmingly dictates that a party's attempt to void a contract on public policy grounds will be rejected unless the policy interest has been clearly expressed through statute or legal precedent.<sup>21</sup> The vast majority of cases in which a court has voided a contract as against public policy have involved egregious violations of a clear national public policy, constitutional right, or consumer protection statute.<sup>22</sup> For there to be a public policy sufficient to void a contractual provision is the exception, not the rule.

Courts invoking the public policy doctrine must rely upon a well-defined and dominant policy that is rooted in laws or legal precedents.<sup>23</sup> The court may not simply create public policy out of thin air, but must follow the policy previously articulated in law. The Ohio legislature has consistently expressed apprehension and caution regarding community schools, establishing and regularly amending the specific statutory framework within which they must operate. Recognizing that community schools are relatively new creations, this Court recently noted that "[t]hese policy decisions are within the purview of [the General Assembly's] legislative responsibilities and that legislation is entitled to deference."<sup>24</sup> The statutory framework established grants community schools a preliminary right only when the property is suitable for use as classroom space.

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<sup>21</sup> See *J.F. v. D.B.*, 116 Ohio St.3d 363, 2007-Ohio-6750, 879 N.E.2d 740 (holding that it is not against public policy to enter into a gestational-surrogacy contract); *Lake Ridge Academy v. Carney* (1993), 66 Ohio St.3d 376, 613 N.E.2d 183 (a contractual clause requiring a parent to pay full tuition did not violate public policy); *Chickeneo v. Society Nat'l Bank of Cleveland* (1979), 58 Ohio St.2d 315, 390 N.E.2d 1183 (holding that a bank's contractual right to use funds in a joint and survivorship account against debts owed by a party to the account does not violate public policy); *Lamont Bldg. Co. v. Court* (1946), 147 Ohio St. 183, 70 N.E.2d 447 (holding that a residential lease restricting occupancy to adult persons does not violate public policy); *Dixon v. Van Sweringen* (1929), 121 Ohio St. 56, 166 N.E. 887 (holding that without a concrete case showing public policy was violated, restrictive agreements in a residential district are permissible).

<sup>22</sup> See, e.g., *Hurd v. Hodge* (1948), 334 U.S. 24, 68 S.Ct. 847; *King v. King* (1900), 60 Ohio St. 363, 59 N.E. 111; *Eagle v. Fred Martin Motor Co.* (2004), 157 Ohio App.3d 150, 2004 Ohio 829, 809 N.E.2d 1161; *Pittsburgh, Cincinnati, Chicago & St. Louis Rwy. Co. v. Kinney* (1916), 95 Ohio St. 64, 115 N.E. 505.

<sup>23</sup> *United Paperworkers International Union v. MISCO*, 484 U.S. 29, 44, 108 S.Ct. 364 (1987).

<sup>24</sup> *State ex rel. Ohio Congress of Parents and Teachers v. State Board of Education* (2006), 111 Ohio St.3d 568, 2006-Ohio-5512, 87 N.E.2d 1148.

Instead of deferring to the framework created by the General Assembly, the Court of Appeals relied upon a single subsection of a statutory provision to justify its creation of an entirely new, undefined, extra-statutory right for community schools. This new extra-statutory right will spawn an obvious array of unintended consequences. The decision of the Court of Appeals undercuts the agreed purchase price, avoids statutory requirements, encourages private citizens to perpetrate a fraud on the public schools, allows private citizens to lease unsuitable and potentially dangerous property to private or community schools for use as classroom space, and restricts the public school district's right and ability to alienate its own property.

Second, the result reached by the Court of Appeals undermines the fundamental purpose of contracts in society and places unauthorized judicial restrictions on CPS's statutory right to contract. It is a basic tenet of contract law that "[a]greements voluntarily and freely made will be held valid and enforced in the courts."<sup>25</sup> Connors was indisputably aware of the deed restriction at the time of the sale, and was likely able to purchase that unsuitable property for a lower price due to the existence of the deed restriction.<sup>26</sup> Now, even though he has admitted that he fully intended to ignore the deed restriction as soon as the purchase was concluded, Connors will not only benefit from the lower sale price but also from his own sale or lease of the property to a community school.

It is unfathomable precedent for the judicial system to permit a knowledgeable buyer to avoid freely negotiated obligations in a contract on the basis of a court-created public policy that does not even run in that individual's favor.<sup>27</sup> The Ohio legislature has specifically vested CPS with the right to enter into contracts for the benefit of the school district, and this Court has long

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<sup>25</sup> *Lamont Bldg. Co. v. Court* (1946), 147 Ohio St. 183

<sup>26</sup> Complaint, T.d. 2, - ¶¶ 3, 5, 8.

<sup>27</sup> Even if this Court were to determine that a public policy in favor of community schools exists, Connors himself is not a community school. Instead, he is benefitting by leasing the property to a community school.

held that courts have no authority to “control the discretion vested in a board of education by the statutes of this state.”<sup>28</sup> It is absolutely improper for the Court of Appeals to second-guess the General Assembly and rewrite CPS’s contract with Conners.

Third, the effect of the decision of the Court of Appeals is to create a brand new, extra-statutory right in favor of community schools and against public schools. As described by the Court of Appeals, that right is undefined and unlimited. Without any analysis, the Court of Appeals summarily concluded that “the facilitation of community schools having access to classroom space was clear Ohio public policy.” To the extent a public policy exists in favor of community schools, that public policy was already explicitly and narrowly defined by the General Assembly in R.C. 3313.41(G). It is improper for the Court of Appeals to ignore the intent of the Ohio legislature and dictate public policy.

The only policy possibly expressed by R.C. 3313.41(G) states that when public school districts intend to sell real property suitable for use as classroom space, they must provide boards of local community schools a preliminary opportunity to purchase that property at its appraised value before offering it at auction. The public policy intended by the General Assembly is no more and no less than that, and any other reading of this statute distorts the specific language of the Ohio Legislature. The General Assembly has never removed or even limited a school district’s ability to negotiate the terms of a property sales contract with a private citizen as the purchaser.

The decision of the Court of Appeals expresses a purported public policy well beyond the actual language of R.C. 3313.41(G), and invites further litigation to define the rights and responsibilities of public school districts with regard to the sale of real property. For example, a community school could challenge the negotiated price of real property on the basis that the

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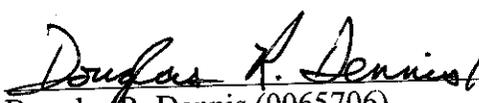
<sup>28</sup> *Brannon v. Board of Education of Tiro Consol. School Dist.* (1919), 99 Ohio St. 369, Syllabus ¶ 2, 124 N.E. 235.

community school believes the price to be too high to facilitate access to classroom space. Alternatively, a community school could attempt to challenge a third party's winning bid for real property sold pursuant to R.C. 3313.41(A) on the basis that a third party purchase of real property does not facilitate community school access to classroom space.

### CONCLUSION

This case presents a critically important question concerning the proper interpretation and application of statutes long governing public school districts' ability to enter into contracts to dispose of real property. This case further presents a vitally important question about the ability of a court to expand public policy beyond the clear language of the statutes enacted by the General Assembly. These questions are of first impression and public and great general interest because public school districts are statutorily authorized to enter into contracts. The decision of the Court of Appeals infringes upon that explicit, fundamental right. The First District's ruling creates doubt regarding the viability and enforceability of deed restrictions. The decision of the Court of Appeals also establishes new extra-statutory rights for community schools on the basis of a purported Ohio public policy that it then completely fails to define. For these reasons, the appellants respectfully request that this Court grant jurisdiction and decide this case on the merits.

Respectfully submitted,

 / by A.R.H.  
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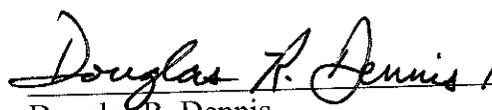
*Counsel for Appellant Board of Education of the  
City School District of the City of Cincinnati*

## PROOF OF SERVICE

I hereby certify that a copy of this Memorandum in Support of Jurisdiction of Appellant Board of Education of the City School District of the City of Cincinnati was served by ordinary U.S. mail, postage prepaid, on April 25, 2011 on the counsel listed below:

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# APPENDIX

**IN THE COURT OF APPEALS  
FIRST APPELLATE DISTRICT OF OHIO  
HAMILTON COUNTY, OHIO**

BOARD OF EDUCATION OF THE  
CITY SCHOOL DISTRICT OF THE  
CITY OF CINCINNATI,

Plaintiff-Appellant,

vs.

ROGER T. CONNERS

and

DEBORAH CONNERS,

Defendants-Appellees.

APPEAL NO. C-100399  
TRIAL NO. A-1001252

*JUDGMENT ENTRY.*

**ENTERED**  
MAR 11 2011



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This cause was heard upon the appeal, the record, the briefs, and arguments.

The judgment of the trial court is affirmed for the reasons set forth in the Decision filed this date.

Further, the court holds that there were reasonable grounds for this appeal, allows no penalty and orders that costs are taxed under App. R. 24.

The Court further orders that 1) a copy of this Judgment with a copy of the Decision attached constitutes the mandate, and 2) the mandate be sent to the trial court for execution under App. R. 27.

**To The Clerk:**

**Enter upon the Journal of the Court on March 11, 2011 per Order of the Court.**

By:

*Patricia D. Delaney*

**Presiding Judge**

**IN THE COURT OF APPEALS  
FIRST APPELLATE DISTRICT OF OHIO  
HAMILTON COUNTY, OHIO**

BOARD OF EDUCATION OF THE :  
CITY SCHOOL DISTRICT OF THE :  
CITY OF CINCINNATI, :

APPEAL NO. C-100399  
TRIAL NO. A-1001252

*DECISION.*

Plaintiff-Appellant, :

vs. :

ROGER T. CONNERS :

PRESENTED TO THE CLERK  
OF COURTS FOR FILING

and :

DEBORAH CONNERS, :

MAR 11 2011

Defendants-Appellees. :

COURT OF APPEALS

Civil Appeal From: Hamilton County Court of Common Pleas.

Judgment Appealed From Is: Affirmed

Date of Judgment Entry on Appeal: March 11, 2011

**ENTERED**  
**MAR 11 2011**

*Frost Brown Todd LLC, Scott D. Phillips, and Austin W. Musser, for Plaintiff-Appellant,*

*1851 Center for Constitutional Law, Maurice Thompson, and Tyler Kahler, for Defendants-Appellees,*

*Jones Day and Chad A. Readler, for Amicus Curiae Ohio Alliance for Public Charter Schools.*

Please note: This case has been removed from the accelerated calendar.

OHIO FIRST DISTRICT COURT OF APPEALS

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**SUNDERMANN, Judge.**

{¶1} The Board of Education of the City School District of the City of Cincinnati ("CPS") appeals the trial court's entry of judgment on the pleadings in favor of Roger and Deborah Conners. Because we conclude that the deed restriction that CPS sought to enforce against the Connerses was void as against public policy, we affirm the judgment of the trial court.

{¶2} In June 2009, CPS offered nine properties for public auction. The printed marketing materials for the auction, the purchase and sale agreement, and the quitclaim deed all provided that conveyance of any of the properties would include a deed restriction that would prohibit the use of the property for school purposes. At the auction, Roger Conners was the only person to bid on the former Roosevelt School, located at 1550 Tremont Street in Cincinnati. Subsequent to the bid, the Connerses entered into a purchase and sale agreement with CPS to purchase the property for \$30,000. Title to the property was conveyed to the Connerses by a quitclaim deed on June 30, 2009.

{¶3} In October 2009, the Connerses received conditional approval from Cincinnati's Office of the Zoning Hearing Examiner to "reopen the school as a charter school." In January 2010, CPS received a letter from the Buckeye Institute for Public Policy Solutions informing it that the Connerses would be opening a charter school at the site.

{¶4} CPS filed a complaint for declaratory judgment and injunctive relief, seeking a declaration that the deed restriction prohibiting the use of the property as a school was valid and enforceable and seeking to enjoin the Connerses from taking any action toward opening a school on the property. The trial court concluded that

<b>ENTERED</b> MAR 11 2011
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## OHIO FIRST DISTRICT COURT OF APPEALS

the deed restriction was against public policy and entered judgment on the pleadings in favor of the Connerses.

{¶5} In its sole assignment of error, CPS asserts that the trial court erred in granting judgment on the pleadings to the Connerses. Under Civ.R. 12(C), the trial court could grant judgment on the pleadings only if there was no material issue of fact and if the moving party was entitled to judgment as a matter of law. We review the trial court's entry of judgment on the pleadings de novo.<sup>1</sup>

{¶6} CPS argues that, by granting judgment on the pleadings, the trial court interfered with CPS's statutory right to contract. According to CPS, the deed restriction was clear and unambiguous and was agreed to by the Connerses. CPS is correct that, under R.C. 3317.17, it was capable of "contracting and being contracted with \* \* \* [and] disposing of real and personal property." But Ohio courts have long recognized that contract terms that are contrary to public policy are void.<sup>2</sup>

{¶7} The long history of the application of the public-policy exception has included the corresponding struggle to determine what public policy is. "[P]ublic policy is the community common sense and common conscience, extended and applied throughout the state to matters of public morals, health, safety, welfare, and the like. Again, public policy is that principle of law which holds that no one can lawfully do that which has a tendency to be injurious to the public or against the public good. Accordingly, contracts which bring about results which the law seeks to prevent are unenforceable as against public policy."<sup>3</sup>

<sup>1</sup> *Mayfield Clinic, Inc. v. Fry*, 1st Dist. No. C-030885, 2004-Ohio-3325, ¶6.

<sup>2</sup> See, generally, *King v. King* (1900), 63 Ohio St. 363, 59 N.E. 111; *Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co. v. Kinney* (1916), 95 Ohio St. 64, 115 N.E. 505; *J.F. v. D.B.*, 116 Ohio St.3d 363, 2007-Ohio-6750, 879 N.E.2d 740.

<sup>3</sup> 17 Ohio Jurisprudence 3d (1980) 528, Contracts, Section 94.

ENTERED

MAR 11 2011

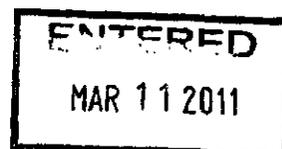
OHIO FIRST DISTRICT COURT OF APPEALS

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{¶8} Here, rather than bringing about a result that the state has sought to prevent, the deed restriction acts to prevent a result that the state seeks to facilitate. R.C. 3313.41 provides for the disposal of real or personal property by a school board. Under R.C. 3313.41(G)(1), “[w]hen a school district board of education decides to dispose of real property suitable for use as classroom space, prior to disposing of that property under divisions (A) to (F) of this section, it shall first offer that property for sale to the governing authorities of the start-up community schools established under Chapter 3314.”

{¶9} Despite the statute’s clear indication of the state’s policy preference of making classroom space available to community schools, CPS argues that public policy is not clear on the subject. CPS points to other statutes that regulate the operation of community schools as evidence that Ohio public policy is not clearly on the side of community schools. But that the legislature has regulated community schools does not negate its enactment of a statute that clearly favors school boards first offering classroom space that is not being used to community schools. We conclude that the trial court properly determined that the facilitation of community schools having access to classroom space was clear Ohio public policy. And the deed restriction that sought to prevent the use of the property for educational purposes was void as against this clear policy.

{¶10} We note also that we are not persuaded by CPS’s argument that the property was not “suitable” for classroom use. This argument is belied by the deed restriction itself, which allows the possibility that the restriction would not apply should CPS itself decide to use the property for school purposes in the future.



**OHIO FIRST DISTRICT COURT OF APPEALS**

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{¶11} Because the deed restriction was void as against public policy, the Connerses were entitled to judgment as a matter of law. We therefore affirm the judgment of the trial court.

Judgment affirmed.

**HILDEBRANDT, P.J., and CUNNINGHAM, J., concur.**

Please Note:

The court has recorded its own entry this date.

