

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE

KENNETH E. HARDY

PLAINTIFF

v.

CIVIL ACTION NO. 3:99CV-477-S

JEFFERSON COMMUNITY COLLEGE, et al

DEFENDANTS

MEMORANDUM OPINION AND ORDER

This matter is before the Court on the Motions to Reconsider this Court's Order of December 15, 1999, made by the Plaintiff, Kenneth E. Hardy. Hardy's first Motion to Reconsider (Docket #33) requests that this Court lift its partial stay of discovery. As this Court has already done so in its Order of January 26, 2000, **IT IS HEREBY ORDERED AND ADJUDGED** that this Motion to Reconsider is **DENIED** as moot. In his second Motion to Reconsider (Docket #34), Hardy requests that this Court reconsider the portions of its Memorandum Opinion and Order that:

1. held that Hardy was not terminated;
2. dismissed Hardy's claim for violation of his due process rights;
3. dismissed Hardy's claim for tortious interference with a contractual relationship.

It is undisputed by the parties that the written contract between Hardy and Defendant Jefferson Community College was honored by the college. Hardy completed teaching his class in the summer semester, 1998, and was paid accordingly. It is also undisputed that Hardy never had a written contract to teach in any subsequent semester. Hardy asserts, however, that he had an oral contract to teach in the fall semester, and this is the basis for his motion to reconsider.

This Court has already determined that Defendant Jefferson Community College is an arm of the state of Kentucky, and that the Eleventh Amendment prohibits a suit against a state by one of its citizens unless it has waived its sovereign immunity.. The state of Kentucky has waived its

sovereign immunity only for *written* contracts. KRS 45A.245(1). An oral contract with the state of Kentucky is void because it is against public policy, *All-American Movers v. Kentucky ex rel. Hancock*, 552 S.W.2d 679, 681 (Ky. Ct. App. 1977), and “a void transaction has no legal force or effect.” *Noble v. National Mines Corp.*, 774 F.2d 144, 147 (1985). Hardy cannot base his claims upon an oral contract which has no legal force or effect.

Furthermore, Kentucky courts have not recognized a cause of action for tortious interference against a defendant for interfering with its own contractual relationship. *CMI, Inc. v. Toximeters*, 918 F. Supp. 1068 (W.D. Ky 1995). Because President Green and Dean Besser are agents of Jefferson Community College, Plaintiff’s cause of action alleges that Jefferson Community College interfered with its own contractual relationship. As no Kentucky court has recognized this tort, we decline to do so as well.

For all of the above reasons, **IT IS HEREBY ORDERED AND ADJUDGED** that the Motion to Reconsider (Docket #34) is **DENIED**.

IT IS SO ORDERED this ____ day of _____, 2000.

CHARLES R. SIMPSON III, CHIEF JUDGE
UNITED STATES DISTRICT COURT

cc: Counsel of Record