

IN THE COURT OF APPEALS OF OHIO  
TENTH APPELLATE DISTRICT

Mary C. Prince,	:	
Plaintiff-Appellant,	:	
v.	:	No. 11AP-493 (C.C. No. 2010-01271)
Kent State University,	:	(ACCELERATED CALENDAR)
Defendant-Appellee.	:	

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D E C I S I O N

Rendered on March 13, 2012

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*Michael J. Callow*, for appellant.

*Michael DeWine*, Attorney General, *Daniel R. Forsythe* and *Randall W. Knutti*, for appellee.

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APPEAL from the Court of Claims of Ohio

KLATT, J.

{¶ 1} Plaintiff-appellant, Mary C. Prince, appeals a judgment of the Court of Claims of Ohio granting summary judgment in favor of defendant-appellee, Kent State University ("KSU"). For the following reasons, we affirm.

{¶ 2} Prince graduated from Cuyahoga Community College ("CCC") with an associate degree in applied business on May 17, 2001. The following fall, Prince applied and was admitted to KSU's College of Business Administration. Prince entered the college's pre-major program as a pre-computer information systems ("pre-CIS") major.

{¶ 3} According to KSU's 2001-2002 Undergraduate Catalog,<sup>1</sup> every candidate for a bachelor degree in business administration ("BBA") has to satisfy the requirements of

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<sup>1</sup> KSU maintains that the 1999-2000, not the 2001-2002, Undergraduate Catalog applies to Prince because she first took a class at KSU during the fall 1999 semester as a transient student. However, for purposes of

the pre-major program and the advanced business program. The pre-major program consists of 61 hours of required and elective coursework, and it includes the liberal education requirements that KSU imposes on all students. After completion of 46 credit hours of coursework, pre-major students can apply for admission to the advanced business program. Once accepted into the advanced business program, students can begin taking 30000- and 40000-level business coursework.

{¶ 4} For computer information systems ("CIS") majors, the advanced business program requires at least 60 credit hours of coursework, including 12 credit hours of general business requirements, a 3 or 5 credit hour math course, 13 to 15 credit hours of non-business electives, 15 credit hours of major requirements, and 15 credit hours of major electives. All told, to receive a BBA with a major in CIS, a student needs to complete a minimum of 121 credit hours of approved coursework.

{¶ 5} Prince completed her first class as a pre-CIS major during the spring 2002 semester. On August 6, 2002, Prince met with Kristie Perry, an academic adviser for the College of Business Administration. Perry informed Prince that to receive a BBA, she would have to take several pre-major courses, including nonbusiness-related courses. Prince thought Perry was joking, and she told her that, "[t]here is no way I'm taking any other [pre-major] classes." Prince Deposition 83 (hereinafter Prince Depo. \_\_\_). To facilitate Prince's desire to focus on the advanced business requirements, Perry completed the paperwork necessary to switch Prince's major from pre-CIS to CIS.

{¶ 6} Soon after her meeting with Perry, Prince arranged a meeting with Marnie Sanders, the director of undergraduate programs for the College of Business Administration. According to Prince, she told Sanders, "I am not taking any other [pre-major] classes. But I will agree to take the economics because it is business related, and I will take it." Prince Depo. 82. Prince eventually took and passed the microeconomics and macroeconomics courses required of business administration pre-majors.

{¶ 7} During the fall 2002, the spring 2003, and the fall 2003 semesters, Prince completed five, three-credit-hour courses at KSU. Each course fulfilled a CIS major requirement or counted as a CIS major elective.

{¶ 8} Prince met again with Sanders on February 5, 2004. Sanders reviewed with Prince two forms, one entitled "Pre-Major Requirement Sheet," which listed the course requirements for the pre-major program, and the other entitled "Computer Information Systems Advanced Business Requirements," which listed the course requirements for the CIS advanced business program. Sanders filled out the forms by applying to the course requirements the courses that Prince had completed at KSU and the courses for which Prince had received transfer credit. Sanders determined the courses for which Prince had transfer credit by referring to a document entitled "Transfer Credit Evaluation," which KSU's Office of Admissions had prepared. According to the evaluation, KSU accepted over 51 credit hours that Prince had earned at CCC, Tunxis Community College, and Lakeland Community College. The evaluation identified each of the courses for which KSU awarded Prince transfer credit.

{¶ 9} After applying Prince's coursework to the pre-major program requirements, Sanders concluded that Prince still needed to complete multiple pre-major courses. With regard to the CIS advanced business requirements, Sanders determined that Prince had taken and passed all her major requirements and electives. However, Prince had yet to complete the CIS advanced business program as the general business and math requirements remained unfulfilled.

{¶ 10} In a letter to Prince dated May 2, 2005, George E. Stevens, the dean of the College of Business Administration, explicitly set forth how the college applied Prince's transferred and KSU coursework to the pre-major and CIS advanced business program requirements. According to Stevens, Prince needed to complete eight more pre-major courses, for a total of 24 more hours. Although Prince had transfer credit for the CCC course Math 1410 (Elementary Probability and Statistics I), the college had determined that the CCC course was not equivalent to KSU's Management and Information Systems ("M&IS") 24056 (Fundamentals of Business Statistics). As the pre-major program required the M&IS 24056 course, Stevens listed that course as a remaining requirement. Additionally, although Prince had taken English 101 and 102 at CCC, the college had determined that the transfer credit from those courses only applied to KSU's English 10001. As the pre-major program required students to complete both English 10001 and 10002, Stevens listed English 10002 as a remaining requirement.

{¶ 11} The letter also indicated that Prince needed five more specific courses, for a total of 15 credit hours, to fulfill the CIS advanced program requirements. Prince, therefore, needed to complete 13 more classes, for a total of 39 credit hours, before KSU would allow her to graduate.

{¶ 12} Sometime in the spring or summer of 2006, Prince appealed Stevens' determination to the University Transfer Credit Appeals Committee ("Appeals Committee"). The Appeals Committee held a hearing at which Prince presented exhibits and testimony. In its August 4, 2006 decision, the Appeals Committee first reiterated the requirement that Prince complete a minimum of 121 credit hours to receive a BBA, stating "[t]his is a university-wide requirement, approved by the Ohio Board of Regents and KSU Board of Trustees, and the Committee has no authority to waive the requirement." Second, the Appeals Committee allowed Prince's CCC statistics course (*i.e.*, Math 1410) to substitute for M&IS 24056, thus relieving her from the obligation to take that pre-major course. Third, the Appeals Committee found that Prince's two CCC English courses satisfied the pre-major requirement that Prince complete English 10001 and 10002. However, because Prince only received four credit hours for the CCC classes and the pre-major program required six credit hours in composition, the Appeals Committee required Prince to take an additional two-hour elective course. In all other respects, the Appeals Committee upheld Stevens' application of Prince's transfer credit to the coursework requirements.

{¶ 13} Thus, after the Appeals Committee's decision, Prince needed to complete seven pre-major courses for a total of 20 credit hours. Additionally, Prince needed to complete four CIS advanced business courses for a total of 12 credit hours.<sup>2</sup> In sum, Prince needed to accrue 32 more credit hours before KSU would grant her a BBA.

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<sup>2</sup> Prince completed the math course required by the advanced business program during the spring 2005 semester. Consequently, instead of the five courses cited in Stevens' May 2, 2005 letter, Prince only needed to complete four more advanced business courses.

{¶ 14} As Stevens explained in a May 20, 2005 letter to Prince, students often transfer to KSU with a variety of courses that cannot count toward the requirements of a BBA. In Prince's case, however, KSU applied all of her transfer credit to the coursework required to graduate with a BBA. Prince last took a course at KSU during the spring 2005 semester. As of the end of that semester, Prince had 89 credit hours of transfer and KSU credit. Those 89 credit hours added to the 32 credit hours not yet completed equal the 121 credit hours required for a BBA.

{¶ 15} On January 13, 2010, Prince filed suit against KSU, alleging claims for breach of contract, breach of statutory duty, and promissory estoppel. Essentially, Prince contended that KSU owed her more academic credit that it had ascribed to her. After conducting discovery, KSU moved for summary judgment. The trial court granted that motion, entering judgment in KSU's favor on April 28, 2011.

{¶ 16} Prince now appeals from the April 28, 2011 judgment, and she assigns the following errors:

I. Whether the trial court erred in cancelling the trial and closing the case following the granting of defendant's motion for summary judgment when Prince had a claim remaining for breach of statutory duty.

II. Whether the trial court erred in granting defendant's motion for summary judgment.<sup>3</sup>

{¶ 17} For ease of analysis, we will first address Prince's second assignment of error, by which she argues that the trial court erred in granting summary judgment to KSU on her breach of contract and promissory estoppel claims.

{¶ 18} Summary judgment is appropriate when the moving party demonstrates that: (1) there is no genuine issue of material fact; (2) the moving party is entitled to judgment as a matter of law; and (3) reasonable minds can come to but one conclusion when viewing the evidence most strongly in favor of the nonmoving party, and that conclusion is adverse to the nonmoving party. *Hudson v. Petrosurance, Inc.*, 127 Ohio St.3d 54, 2010-Ohio-4505, ¶ 29; *Sinnott v. Aqua-Chem, Inc.*, 116 Ohio St.3d 158, 2007-Ohio-5584, ¶ 29. Appellate review of a trial court's ruling on a motion for summary

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<sup>3</sup> These "assignments of error" merely raise issues; they do not affirmatively state that the trial court erred. Nevertheless, we treat the issues as assignments of error.

judgment is de novo. *Hudson* at ¶ 29. This means that an appellate court conducts an independent review, without deference to the trial court's determination. *Zurz v. 770 W. Broad AGA, L.L.C.*, 192 Ohio App.3d 521, 2011-Ohio-832, ¶ 5 (10th Dist); *White v. Westfall*, 183 Ohio App.3d 807, 2009-Ohio-4490, ¶ 6 (10th Dist.).

{¶ 19} We will first address Prince's contractual claims. Prince seeks to recover for the breach of two different contracts: (1) the Articulation and Transfer Agreement between CCC and KSU and (2) the contract between her and KSU that arose when she enrolled and attended KSU. Prince contends she can pursue a claim for breach of the Articulation and Transfer Agreement because she is a third-party beneficiary to that agreement. Executed in April 1987, the Articulation and Transfer Agreement "seeks to clarify the status and treatment of students who chose to transfer from CCC to KSU." It specifies the benefits that a transferring student will receive with respect to admission at KSU and the transfer of academic credit.

{¶ 20} Only a party to a contract or an intended third-party beneficiary may bring an action on a contract. *Grant Thornton v. Windsor House, Inc.*, 57 Ohio St.3d 158, 161 (1991). See also *Reif v. Wagenbrenner*, 10th Dist. No. 10AP-948, 2011-Ohio-3597, ¶ 32 (holding that an intended third-party beneficiary " 'acquires rights under the contract as well as the ability to enforce the contract once those rights have vested,' " quoting *Sowers v. Heidler*, 12th Dist. No. CA2003-02-002, 2003-Ohio-6787, ¶ 11). As Prince is not a party to the Articulation and Transfer Agreement, we must determine whether she qualifies as an intended third-party beneficiary. If she does not, then her claim must fail.

{¶ 21} " '[A] beneficiary of a promise is an intended beneficiary if recognition of a right to performance in the beneficiary is appropriate to effectuate the intention of the parties and \* \* \* the circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance.' " *Huff v. FirstEnergy Corp.*, 130 Ohio St.3d 196, 2011-Ohio-5083, ¶ 10, quoting 2 Restatement of the Law 2d, Contracts, Section 302(1)(b), at 439-440 (1981). If the promisee has no intent to benefit a third party, then any third-party beneficiary is merely an incidental beneficiary, who has no enforceable rights under the contract. *Id.* at ¶ 11, quoting *Hill v. Sonitrol of Southwestern Ohio, Inc.*, 36 Ohio St.3d 36, 40 (1988). In other words, a party who fortuitously receives some benefit from the performance of a contractual promise is an incidental, and not an

intended, third-party beneficiary. *Trinova Corp. v. Pilkington Bros., P.L.C.*, 70 Ohio St.3d 271, 278 (1994); *Hill* at 40.

{¶ 22} Generally, if the parties intend to benefit a third party, the parties will express that intention in the language of their agreement. *Huff* at ¶ 12. Although the agreement does not need to expressly identify the intended third-party beneficiary, the parties must enter into the agreement with the intent to benefit that individual. *Bungard v. Dept. of Job & Family Servs.*, 10th Dist. No. 07AP-447, 2007-Ohio-6280, ¶ 23; *Boggs v. Columbus Steel Castings Co.*, 10th Dist. No. 04AP-1239, 2005-Ohio-4783, ¶ 9.

{¶ 23} Here, the Articulation and Transfer Agreement states that the parties entered into the agreement, in part, "to better facilitate the transfer of students between" CCC and KSU. The agreement provides that students who transfer to KSU upon completion of an associate degree at CCC "will be admitted to KSU at any of its campuses on a space available basis" and "will be granted junior level standing if a minimum of \* \* \* 64 semester hours have been completed with a grade of C or better." Additionally, the agreement allows "[a]ll credits earned with a grade of C or better [to] be transferred to KSU." Given these contractual provisions, we conclude that KSU entered into the Articulation and Transfer Agreement with the intent to benefit students who transfer from CCC to KSU. As Prince belongs to that category of students, she is an intended third-party beneficiary to the agreement and she may pursue an action for breach of the agreement.

{¶ 24} To prevail on a breach of contract claim, a plaintiff must prove the existence of a contract, performance by the plaintiff, breach by the defendant, and damage or loss to the plaintiff. *Wells Fargo Bank, N.A. v. Sessley*, 188 Ohio App.3d 213, 2010-Ohio-2902, ¶ 32 (10th Dist.). Prince argues that KSU breached the Articulation and Transfer Agreement by: (1) failing to award her transfer credit for all of her CCC coursework, (2) failing to grant her junior-level status upon admission, (3) failing to analyze her academic credits as those of a transferring student with an associate degree, and (4) causing undue delay in her academic career.

{¶ 25} As we set forth above, the Articulation and Transfer Agreement states that when a CCC student transfers to KSU after completion of her associate degree, "[a]ll

credits earned with a grade of C or better may be transferred to KSU." However, the agreement also provides that:

In all cases, the determination of satisfactory completion of requirements for all baccalaureate degree programs will be the responsibility of KSU. In addition, remedial coursework in basic skills will not count toward the graduation requirements for baccalaureate programs at KSU.

{¶ 26} Here, KSU gave Prince transfer credit for all but 7.33 of Prince's CCC credit hours. Prince earned the unaccepted credit hours by taking and receiving an "A" in Math 091 (Arithmetic and Pre-algebra), Math 093 (Basic Algebra I), and Math 097 (Basic Algebra II). The Articulation and Transfer Agreement requires transfer of "[a]ll credits earned with a degree of C or better." (Emphasis added.) Thus, by its failure to transfer the 7.33 credit hours, KSU technically breached the agreement. However, the Articulation and Transfer Agreement also provides that KSU "will not count" remedial coursework toward degree completion. All of the coursework at issue was remedial. Consequently, even if KSU had awarded Prince academic credit for the courses at issue, none of them could apply to the course requirements for attainment of a degree from KSU. Although Prince's KSU transcript would show 7.33 more credit hours, she would be no closer to receiving a BBA than she is now. Prince, therefore, cannot demonstrate any damage resulting from KSU's failure to transfer the credit hours that Prince earned for the remedial courses.

{¶ 27} Next, Prince argues that KSU breached the Articulation and Transfer Agreement by not granting her junior-level status. The only evidence regarding Prince's standing is contained in the May 20, 2005 letter from Stevens to Prince. In that letter, Stevens stated that Prince had "junior status at Kent State" by the end of fall 2001 semester. Prince took her first class as a pre-CIS major during the spring 2002 semester. Thus, KSU satisfied its obligation under the Articulation and Transfer Agreement.

{¶ 28} Prince also argues that KSU failed to analyze her academic credits as those of a transferring student with an associate degree. The Articulation and Transfer Agreement promises the same treatment regarding the transfer of academic credits regardless of whether a CCC student transfers to KSU before or after completion of an associate degree. As KSU had no obligation under the agreement to analyze Prince's



credits any differently than it would analyze the credits of a CCC student without an associate degree, no breach of contract could occur.

{¶ 29} Finally, Prince argues that KSU unduly delayed her academic career. The Articulation and Transfer Agreement does not contain any terms binding KSU to allow a transfer student to graduate on a particular timetable. KSU, therefore, could not breach the contract in the manner Prince argues.

{¶ 30} By her other breach of contract claim, Prince asserts that KSU is liable for violating its contract with her as a student. " '[W]hen a student enrolls in a college or university, pays his or her tuition and fees, and attends such school, the resulting relationship may reasonably be construed as being contractual in nature.' " *Bleicher v. Univ. of Cincinnati College of Med.*, 78 Ohio App.3d 302, 308 (10th Dist. 1992), quoting *Behrend v. State*, 55 Ohio App.2d 135, 139 (10th Dist. 1977). The terms of such a contract are found in the college or university catalog, handbook, and/or other guidelines supplied to the students. *Tate v. Owens State Community College*, 10th Dist. No. 10AP-1201, 2011-Ohio-3452, ¶ 21; *Lewis v. Cleveland State Univ.*, 10th Dist. No. 10AP-606, 2011-Ohio-1192, ¶ 14.

{¶ 31} Here, Prince argues that KSU breached the terms of the 2001-2002 Undergraduate Catalog. Specifically, Prince contends that KSU deviated from the relevant provisions by failing to award her academic credit for waived courses.

{¶ 32} The record only contains pages 171-191 of the Undergraduate Catalog, the portion specifically governing the College of Business Administration. Although Prince cites provisions from elsewhere in the catalog, she neglected to attach the relevant pages to her memorandum contra to KSU's summary judgment motion. Thus, our review is limited to whether KSU breached any provision contained in pages 171-191 of the catalog.

{¶ 33} Nothing in pages 171-191 of the Undergraduate Catalog discusses the "waiver" of courses. Instead, the catalog *requires* the completion of certain courses and the accumulation of a certain number of credit hours. Pursuant to the catalog, "[e]ach candidate for the Bachelor of Business Administration (B.B.A.) degree must meet requirements in two areas: (1) the premajor program (freshman and sophomore) requirements, and (2) the advanced business program (junior and senior) requirements." 2001-2002 Undergraduate Catalog at 171. These programs consist of both specific

courses that a student must complete and types of courses (*i.e.*, a fine arts elective), where a student may select one of multiple possible courses to fulfill the requirement. *Id.* at 174-175, 178-179. "A minimum of 121 semester hours of approved coursework must be completed as prescribed in the various curricula." *Id.* at 173.

{¶ 34} With regard to the transfer of credit, the Undergraduate Catalog states:

At Kent State University, the process for evaluation of transfer credit is a two-step procedure. First, potential transfer students send the Kent State Admissions Office an official copy of their college and/or university transcript(s). The students will then receive from the Kent State Admissions Office an "Evaluation of Transfer Credit" that indicates the coursework that will transfer (and specific Kent State course equivalencies in many cases). Although coursework may be listed on the "Evaluation of Transfer Credit," it does not imply that all coursework will be used toward the business degree.

Therefore, the next step in this process requires that the students consult with an academic advisor in the Undergraduate Programs Office \* \* \* to determine the applicability of this transfer credit to the degree requirements of the College of Business Administration. \* \* \* It is expected that transfer students consult an advisor *prior* to registering for coursework at Kent State, otherwise enrollment in courses is done at the students' own risk.

*Id.* at 172. (Emphasis sic.)

{¶ 35} Finally, the Undergraduate Catalog provides that "[t]ransferred business coursework that is not considered to be directly applicable to Kent State coursework may be eligible for validation." *Id.* at 173. One of the listed validation techniques is the "successful completion of advanced coursework in the same subject field." *Id.* The catalog directs students to "consult with an academic advisor in the Undergraduate Programs Office before attempting to validate their transfer credit in this manner." *Id.*

{¶ 36} In her deposition, Prince claimed that KSU had waived required courses for her in three different instances. First, Prince testified that Dr. Glenn Thomas waived M&IS 24060 (Systems Analysis I), a course required by the CIS advanced business program. Given Prince's description of the situation, it appears Dr. Thomas allowed Prince to validate a CCC course, Computer Science 234 (Systems Analysis Methods), by successfully completing more advanced coursework, *i.e.*, M&IS 44044 (Systems Analysis

II). Dr. Thomas approved the use of the transferred CCC course (Computer Science 234) to satisfy the advanced business requirement (M&IS 24060) if Prince received a "C" or better in M&IS 44044. Prince took and passed M&IS 44044, so KSU applied the CCC course to her M&IS 24060 course requirement. Therefore, Prince has no basis to assert a breach; the evidence shows that KSU followed the applicable protocol set forth in the Undergraduate Catalog.

{¶ 37} Second, Prince testified that Dr. Thomas waived a "lower division MIS course[ ] that was required of all pre-CIS" majors that Prince "had taken [ ] at Tri-C." Prince Depo. 102. Prince did not specifically name the M&IS course that Dr. Thomas waived, but she could only be referring to M&IS 24056 (Fundamentals of Business Statistics). The Appeals Committee honored the waiver of that course. It allowed Prince to use her CCC statistics course to satisfy the requirement that she complete M&IS 24056.

{¶ 38} Although the Appeals Committee did not award Prince additional credit hours for the waived M&IS statistics course, nothing in pages 171-191 of the Undergraduate Catalog required it to do so. As Prince admitted in her deposition, KSU does not always award students the credit hours associated with a waived course:

Q: Now, when you say a course was waived, what is your understanding of that? You don't have to take the class?

A: Yes, that is correct.

Q: Do you get the credit hours from that class?

A: I did at Tri-C.

Q: What is your understanding of what happens at Kent State?

A: They don't do it that way.

Q: So even though a class is waived, that would mean - -

A: You have to take additional credit hours to get it.

Q: Okay. So even though a class was waived for you at Kent State, that meant you didn't have to take that class, but you still had to make up the credits somewhere; is that your understanding?

A: That is what they indicated afterwards, yes. They didn't indicate that to me before I enrolled.

Prince Depo. 44-45.

{¶ 39} Finally, Prince testified that she believed that KSU waived all remaining pre-major coursework when it permitted her to take advanced business coursework. According to the Undergraduate Catalog, a student may not enroll in 30000- and 40000-level business coursework unless the student is in the advanced business program. 2001-2002 Undergraduate Catalog at 175. Generally, a student's admission to the advanced business program requires the successful completion of specific pre-major courses. *Id.* The College of Business Administration admitted Prince to the advanced business program even though she had not taken all the listed courses.<sup>4</sup> Prince reasons that her early admission exempted her from the requirement that she complete the required pre-major coursework. However, Prince points to nothing, and we can find nothing, in pages 171 to 191 of the Undergraduate Catalog that supports Prince's reasoning. Rather, as we set forth above, the Undergraduate Catalog mandates the completion of each of the prescribed courses in the pre-major curricula. *Id.* at 173.

{¶ 40} In sum, we conclude from the evidence in the record that Prince cannot prevail on either of her breach of contract claims. Consequently, the trial court did not err in granting KSU summary judgment on those claims.

{¶ 41} Prince next challenges the trial court's rejection of her promissory estoppel claim. " 'It is well-settled that, as a general rule, the principle of estoppel does not apply against a state or its agencies in the exercise of a governmental function.' " *Hortman v. Miamisburg*, 110 Ohio St.3d 194, 2006-Ohio-4251, ¶ 25, quoting *Ohio State Bd. of Pharmacy v. Frantz*, 51 Ohio St.3d 143, 145-146 (1990). The provision of higher education is a governmental function. *Hutsell v. Sayre*, 5 F.3d 996, 1002 (6th Cir.1993); *Hall v. Med. College of Ohio at Toledo*, 742 F.2d 299, 305 (6th Cir.1984). Therefore, applying the general rule, Prince cannot pursue a promissory estoppel claim against KSU.

{¶ 42} Even assuming that Prince could assert her claim, she could not establish the elements of the claim. To recover for promissory estoppel, a plaintiff must prove: (1)

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<sup>4</sup> The Undergraduate Catalog allows the College of Business Administration to admit students who did not meet the admission criteria "on a case-by-case basis." *Id.* at 175.

a clear and unambiguous promise, (2) reliance by the party to whom the promise was made, (3) the reliance was reasonable and foreseeable, and (4) the party relying on the promise was injured by the reliance. *Reif*, 10th Dist. No. 10AP-948, 2011-Ohio-3597, at ¶ 42. Here, Prince identifies Dr. Thomas' representation to her as the clear and unambiguous promise on which she relied. To the extent that Dr. Thomas promised Prince academic credit toward her degree for the CCC systems analysis class, he delivered on his promise. Prince, therefore, suffered no injury from relying on that promise. To the extent that Dr. Thomas promised Prince that he would waive the M&IS statistics course required by the pre-major program, the promise does qualify as a clear and unambiguous promise. Dr. Thomas did not specify what he meant by "waiver." On one hand, the waiver could have merely revoked the requirement to complete the pre-major M&IS statistics course.<sup>5</sup> On the other hand, it could have excused Prince from taking the course *and* granted her the credit hours associated with the course. As Dr. Thomas' alleged promise is open to interpretation, it is not clear and unambiguous.

{¶ 43} In sum, we conclude that the trial court did not err in granting KSU summary judgment on Prince's breach of contract and promissory estoppel claims. Accordingly, we overrule Prince's second assignment of error.

{¶ 44} By Prince's first assignment of error, she argues that the trial court erred in entering judgment for KSU when her claim for breach of statutory duty remained pending. We do not agree with Prince that a claim remained for resolution. With regard to the breach of statutory duty claim, the trial court stated:

The court notes that plaintiff alleges a claim of "breach of statutory duty" in her complaint. However, upon review of the allegations, namely, that KSU: failed to award plaintiff proper credit for all of the courses she took at Tri-C; breached its duty to recognize her as a junior upon enrollment in 2001; and, that the decisions that KSU made in the appeals process were in error, the court finds that the "breach of statutory duty" claim relates to plaintiff's breach of contract claim.

Decision, at 3, fn. 3. Given this analysis of the breach of statutory duty claim, we conclude that the trial court granted summary judgment on that claim when it granted summary judgment on Prince's breach of contract claims.

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<sup>5</sup> As we stated above, this is how the Appeals Committee interpreted the waiver.

{¶ 45} We note that Prince neither assigns as error nor argues against the trial court's holding that the breach of statutory duty claim related to the breach of contract claims. It is not the duty of an appellate court to construct the legal arguments in support of an appellant's appeal. *Raccuia v. Kent State Univ.*, 10th Dist. No. 10AP-71, 2010-Ohio-3014, ¶ 12. We, therefore, do not address the propriety of that holding. Because the trial court disposed of all Prince's claims, we overrule her first assignment of error.

{¶ 46} For the foregoing reasons, we overrule both of Prince's assignments of error, and we affirm the judgment of the Court of Claims of Ohio.

*Judgment affirmed.*

TYACK and DORRIAN, JJ., concur.

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