

IN THE CIRCUIT COURT
FOR THE SEVENTH JUDICIAL CIRCUIT
SPRINGFIELD, SANGAMON COUNTY ILLINOIS

Catholic Charities of)
the Diocese of Springfield,)
et. al.)
Plaintiffs,)
)
v.)
)
State of Illinois, Lisa Madigan in)
her official capacity as Illinois)
Attorney General, Erwin McEwen)
in his official capacity as Director)
of the Department of Children &)
Family Services,)
et. al.,)
Defendants, and)
)
Susan Tone Pierce, *et. al.*)
)
Intervenors.)

2011-MR-254

FILED

AUG 18 2011 CIV-5

Anthony P. Salvo, Jr. Clerk of the
Circuit Court

SUMMARY JUDGMENT ORDER

This matter comes before the Court on cross motions for summary judgment by the Plaintiffs and the Defendants pursuant to 735 ILCS 5/2-1005. Summary judgment is appropriate where there is no genuine issue of material fact and the right of a party to judgment as a matter of law is free from doubt. *Purtill v. Hess*, 111 Ill.2d 229 (1986) The issues presented in this case are ripe for summary judgment. There is no dispute as to the facts. The controversy revolves around the application of the law. In matters of vigorous controversy this court is again reminded of its primary function; to apply the facts as found to the law as written.

The Plaintiffs for the past forty years have provided foster care and adoption services for families in Illinois. The Plaintiffs enter into successive one year contracts

with the State of Illinois (Defendants) to provide these services. In approximately June of 2011 the State informed the Plaintiffs it was not renewing its contracts to provide foster care and adoption services because the Plaintiff would not provide those services to unmarried cohabitating couples. The State informed the Plaintiffs that their failure to provide services to unmarried cohabitating couples was in direct violation of the Illinois Religious Freedom Protection and Civil Union Act 750 ILCS 75/1 *et. seq.*

The Plaintiffs filed suit and sought a preliminary injunction. This Court granted a preliminary injunction on July 12, 2011 preserving the *status quo* until the issues could be fully briefed.

The issue presented is whether or not the Plaintiffs have a legally recognized protected property interest in the renewal of its contracts to provide foster care and adoption services. The analysis must begin there. If the Plaintiffs have a legally protected property interest then this Court must employ a due process analysis concerning the State's denial of the contract renewal. If there is no legally protected property interest the analysis ends and summary judgment for the Defendants is appropriate.

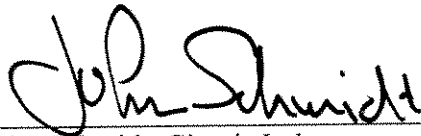
Plaintiffs do not have a legally recognized protected property interest in the renewal of its contracts for foster care and adoption services. Plaintiffs are not required by the State to perform these useful and beneficial services. There are no statutory terms creating a property interest in the Plaintiffs' contracts. Thus, the Plaintiffs' contract with the State, which is renewable annually, is a desire of the Plaintiffs to perform their mission as directed by their religious beliefs. The fact that the Plaintiffs have contracted with the State to provide foster care and adoption services for over forty years does not vest the Plaintiffs with a protected property interest. *Polyvend v. Puckorius*, 77 Ill2d 287

(1979) The Plaintiffs invite this Court to extend the term “legally protected property interest” to those whose state contracts are not renewed. The Court declines this invitation. *Kraut v. Ratchford*, 51 Ill.App.3d 206 (1st Dist. 1977) No citizen has a recognized legal right to a contract with the government.

In sum, the Plaintiffs have failed to show they have a legally recognized property right to renew their contracts¹. The State may refuse to renew the Plaintiffs’ contracts.

Wherefore, the Defendants’ Motion for Summary Judgment is ALLOWED and the Plaintiffs’ Motion for Summary Judgment is DENIED. The Preliminary Injunction entered July 12, 2011 is hereby dissolved. This is a final and appealable order.

Entered this 18 day of August, 2011



John Schmidt, Circuit Judge
Seventh Judicial Circuit
Springfield, Sangamon County

¹ As the court has found the Plaintiffs have no protected property right in the renewal of their contracts it is not necessary to address their claims the State violated their rights pursuant the Illinois Human Rights Act, 775 ILCS 5/1-101 *et. seq.* the Illinois Religious Freedom Protection & Civil Union Act 750 ILCS 75/1 *et. seq.* and the Illinois Religions Freedom Restoration Act 775 ILCS 35/1 *et. seq.*