MEMORANDUM DECISION

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IN THE COURT OF APPEALS OF INDIANA

Ebonie Craig,
Appellant-Defendant,

v.

State of Indiana,
Appellee-Plaintiff

February 2, 2023

Court of Appeals Case No. 22A-CR-1764

Appeal from the Marion Superior Court

The Hon. Helen W. Marchal, Judge

Trial Court Cause No. 49D26-1908-F6-34446

Memorandum Decision by Judge Bradford
Judges May and Mathias, concur.

Bradford, Judge.

Case Summary

[1] In August of 2019, Ebonie Craig, who had two daughters enrolled at Raymond Park Middle School ("the School"), went there to discuss a safety concern. Craig first went to the front office, but soon became angry, began to use profanity, and demanded to see her daughter. When the receptionist summoned Craig's daughter, Craig left the office and entered a hallway she had not been given permission to enter. An assistant principal and a School resource officer unsuccessfully attempted to persuade Craig to return to the front office as she continued to shout and use profanity, disrupting nearby classes. Despite being told repeatedly that she did not have permission to be where she was and that police would be called if she did not leave the area, Craig refused to do so. A police officer arrived, handcuffed Craig, and escorted her from the School. The State charged Craig with Level 6 felony criminal trespass, a jury convicted her as charged, and the trial court sentenced her to one year of incarceration, all (with the exception of time served) suspended to probation. Craig contends that the State failed to produce evidence sufficient to sustain her conviction for Level 6 felony criminal trespass. Because we disagree, we affirm.

Facts and Procedural History

[2] On August 30, 2019, Craig went to the School to discuss safety concerns she had about one of her daughters. Craig arrived at 8:46 a.m., went to the front

office, and asked to speak to the School counselor, a teacher, and the principal. After a few minutes, Craig became irate, began using foul language, and demanded to see her daughter. Craig's behavior continued for several minutes as the receptionist asked her to stop. The receptionist nonetheless agreed to summon Craig's daughter. At 9:05 a.m., Craig left the front office and went beyond a set of locked doors into the hallway of the School, to which her daughter had opened the door. Craig had not been given permission to go beyond that point. When the receptionist radioed for an administrator to assist, Assistant Principal Dr. Leondra Radford responded.

[3] Dr. Radford encountered Craig in the hallway as students passed by. Craig was irritated, very upset, and using profanity. Craig stated that she wanted to pick up her daughter, who stood nearby. Dr. Radford informed Craig that she did not have permission to be in the hall, asked Craig to return to the front office and check in so that she could assist her, and informed Craig that all School guests were required to check in at the front office. Craig refused to go back to the office, indicated that she was going to see her daughter's teacher, and made threats against the teacher. Dr. Radford contacted the School's resource officer, Officer Donald Rohrer, for assistance. Dr. Radford continued to ask Craig to come to the front office so that she could assist her, but Craig stated that she had already been to the front office. Dr. Radford informed Craig that she was not permitted to be in the part of the building in which she currently was and would need to return to the office.

[4] Officer Rohrer arrived as Craig continued to shout and use profanity. Officer Rohrer told Craig that she needed to go back to the office or leave the building. After several more minutes, Craig was informed that if she did not cooperate, the police would be called. Craig stated that she did not care and that she was not afraid of the police. Officer Rohrer contacted the police, and Dr. Radford, again, offered Craig the option of returning to the front office or leaving the School.

[5] Indianapolis Metropolitan Police Sergeant Dexter Crouch arrived and observed Craig yelling and cursing at Dr. Radford and Officer Rohrer. Sergeant Crouch repeatedly asked Craig to come outside but she refused and continued to yell. Sergeant Crouch informed Craig that she could either exit the building on her own or he would be forced to remove her. Craig continued to yell and curse. Sergeant Crouch told Craig that if she did not go outside, she would be handcuffed. Sergeant Crouch, however, also informed Craig that it was not necessary and, if she went outside, they could speak with Dr. Radford and resolve the issue. Craig refused. When Craig refused, Sergeant Crouch handcuffed her and escorted her from the School.

[6] The State charged Craig with Level 6 felony criminal trespass. A jury found Craig guilty as charged, and the trial court sentenced her to one year of incarceration with time served and the remainder suspended to probation.

Discussion and Decision

[7] Craig contends that the State failed to produce sufficient evidence to sustain her conviction for Level 6 felony criminal trespass. "When reviewing the

sufficiency of the evidence to support a conviction, appellate courts must consider only the probative evidence and reasonable inferences supporting the verdict." *Drane v. State*, 867 N.E.2d 144, 146 (Ind. 2007). We will neither assess witness credibility nor "weigh the evidence to determine whether it is sufficient to support a conviction." *Id*. When presented with conflicting evidence, the court "must consider it most favorably to the trial court's ruling." *Id*. The appellate court will affirm the conviction "unless no reasonable fact-finder could find the elements of the crime proven beyond a reasonable doubt." *Id*. "It is therefore not necessary that the evidence overcome every reasonable hypothesis of innocence." *Id.* "The evidence is sufficient if an inference may reasonably be drawn from it to support the verdict." *Id.*

[8] To convict Craig of Level 6 felony criminal trespass, the State was required to prove that she knowingly or intentionally refused to leave the real property of another person after having been asked to leave by the person or the person's agent, she lacked a contractual interest in the real property, and the real property was a school. Ind. Code § 35-43-2-2(b). Craig claims only that the State failed to prove that she lacked a contractual interest in the School and that she had the requisite *mens rea* to commit criminal trespass.

A. Contractual Interest

[9] "A 'contractual interest in the property' is a right, title, or legal share of real property arising out of a binding agreement between two or more parties." *Lyles v. State*, 970 N.E.2d 140, 144 n.2 (Ind. 2012); *see also Frink v. State*, 52 N.E.3d 842, 846 (Ind. Ct. App. 2016). To prove the lack of a contractual

interest, the State does not need to "disprove every conceivable contractual interest" that a defendant might have in the real property at issue, but satisfies its burden when it "disproves the contractual interests that are reasonably apparent from the context and circumstances under which the trespass is alleged." *Lyles*, 970 N.E.2d at 143 (quoting *Fleck v. State*, 508 N.E.2d 539, 541 (Ind. 1987)). Here, the State presented evidence that Craig was neither a student nor employee of the School and that Officer Rohrer and Sergeant Crouch both had the authority to ask persons to leave the School's premises. More importantly, Craig points to no evidence of an agreement between her and the School that grants her right, title, and interest in the real property of the School. The jury could have reasonably inferred that Craig did not have a contractual interest in the School's real property.

[10] As it happens, we have expressly rejected the argument that parent has a contractual interest in a school's real property by virtue of her status as a parent of children at the school. *See Frink*, 52 N.E.3d at 846. In *Frink*, we concluded that the defendant's "assertion that her mere status as a parent of children within the School Corporation conferred upon her a contractual interest in the [elementary school] property is made without citation to relevant authority and is unpersuasive." *Frink*, 52 N.E.3d at 846. Such is the case here, as Craig makes no attempt to ground her alleged contractual interest to any source and cites no authority for the proposition that a parent has a contractual interest in the property of her children's school. Simply because a school chooses to allow parents on the premises for limited purposes or to participate in certain

activities on the premises does not mean that parents have a contractual interest in the premises. As we noted in *Frink*, "*Lyles* instructs us to not think so broadly regarding what constitutes a contractual interest in real property." *Id*.

[11] Our decision in *Semenick v. State*, 977 N.E.2d 7 (Ind. Ct. App. 2012), *trans. denied*, does not help Craig, as it is readily distinguishable on the facts. In that case, Semenick, a church congregant, had been ordered to leave the church's sanctuary during Sunday services by an off-duty police officer. *Id*. at 10. The Court concluded that Semenick's testimony about the history of his church activity demonstrated a membership with the church that conferred upon him a contractual interest in the property. *Id*. at 10–11. Semenick testified that he had attended the church regularly for over twenty years, had enrolled his children in the church's elementary school, he prayed for congregants and congregants prayed for him, and he considered himself a church member even though the church had no formal membership procedure. *Id*. at 10. Here, however, Craig provided no similar testimony tending to establish a long-standing and close relationship to the School. As such, *Semenick* does not support Craig's argument. Craig has failed to demonstrate that she had a contractual interest in the School.

[12] Even assuming, *arguendo*, that Craig had a contractual interest in the School, that interest was not absolute, and Craig's disruptive behavior abandoned any interest she may have had. While Indiana law has been interpreted to create an interest in a child's ability to enter or remain on school property, any such interest belongs to the child not the parent. *Goss v. Lopez*, 419 U.S. 565, 573–74

(1975); *Bonner ex rel. Bonner v. Daniels*, 907 N.E.2d 516, 518, 522 (Ind. 2009). Moreover, even that interest is limited and may be restricted to prevent a student from entering or remaining on school property. *See Taylor v. State*, 836 N.E.2d 1024 (Ind. Ct. App. 2005), *trans. denied*; *A.E.B. v. State*, 756 N.E.2d 536, 540–41 (Ind. Ct. App. 2001) (quoting *Grody v. State*, 257 Ind. 651, 657, 278 N.E.2d 280, 284 (1972) ("'The State, no less than a private owner of property, has power to preserve the property under its control for the use to which it is lawfully dedicated.'")). It stands to reason that if a student can be restricted or prevented from entering or remaining on school property, so can a parent.

[13] With this in mind, Craig abandoned any contractual interest she may have had in the School when she began disrupting the educational environment. Without permission, Craig entered a prohibited area of the School that was locked and off-limits to the public. Craig's behavior required the assistance of several School employees who were redirected from their other duties to address it. At least one teacher in a nearby classroom felt compelled to close the classroom door due to the disruption caused by Craig's shouting and cursing. Even if Craig might have had a contractual interests in the School's property, her behavior "abandoned whatever contractual interest she had in the school property" because she certainly had no contractual interest in "remain[ing] on school property to disrupt the education environment[.]" *A.E.B.*, 756 N.E.2d at 541.

II. *Mens Rea*

[14] We further conclude that the State presented sufficient evidence to sustain a finding that Craig had the requisite *mens rea* to commit criminal trespass. While it is true that "[t]he belief that one has a right to be on the property of another will defeat the mens rea requirement of the criminal trespass statute if it has a fair and reasonable foundation[,]" *A.E.B.*, 756 N.E.2d at 541, it is for the trier of fact to determine whether that belief had a fair and reasonable foundation. *Id.* (citing *Myers v. State*, 190 Ind. 269, 269, 130 N.E. 116, 117 (1921)).

[15] The State presented sufficient evidence to sustain a finding that Craig did not have a fair and reasonable belief that she was permitted to remain at the School. The jury heard testimony that Craig had been told numerous times by Dr. Radford that her concerns could not be addressed in the hallway and, instead, would have to be addressed in the front office. Moreover, there was testimony that Dr. Radford had informed Craig that she did not have permission to be in the building, Dr. Radford and Officer Rohrer had told her several times that she needed to go outside or leave the building, and Craig had been warned that law enforcement would be called if she did not comply. Finally, Sergeant Crouch—who testified that he responded in full uniform—also testified that he had told Craig that she needed to go outside or leave the building. To say the least, this is sufficient evidence from which the jury could have concluded that Craig had not had a fair a reasonable belief that she was permitted to remain at the School. Craig's argument is simply an invitation for this Court to reweigh the evidence, which we will not do. *A.E.B.*, 756 N.E.2d at 541.

[16] Craig's reliance on *Woods v. State*, 703 N.E.2d 1115 (Ind. Ct. App. 1998), is unavailing. In *Woods*, the defendant had a health-club membership contract that granted her "full access to the facilities on unlimited days and unlimited hours," but, due to an erroneous computer record that indicated her membership had expired even though it was still valid, the health club employees asked the defendant to leave. *Woods*, 703 N.E.2d at 1116–17. The defendant refused to leave because she believed her membership was valid and was convicted of criminal trespass. *Id*. at 1116. We reversed the conviction because the defendant's membership contract provided a contractual interest in the property and granted her full access to the facility. *Id*. at 1117. The defendant in *Woods* had a fair and reasonable belief that she was permitted on the property because she had a valid contract permitting her to be there. In this case, no such contract existed, and there was ample evidence that Craig's belief was not fair and reasonable.

[17] We affirm the judgment of the trial court.

May, J., and Mathias, J., concur.