

STATE OF OHIO                                 )  
  ) **SS.**  
COUNTY OF LAKE                             )

IN THE COURT OF APPEALS  
ELEVENTH DISTRICT

CAREER & TECHNICAL ASSOCIATION,

**JUDGMENT ENTRY**

Plaintiff-Appellee,

**CASE NO. 2023-L-114**

- vs -

AUBURN VOCATIONAL SCHOOL  
DISTRICT BOARD OF EDUCATION,

Defendant-Appellant.

On April 19, 2024, appellant, Auburn Vocational School District Board of Education (“the Board”), filed several related “motions,” to wit: a “Motion to Certify A Conflict as to Whether the Trial Court is Bound by Legal Stipulations Entered into Between the Parties,” a “Motion to Certify a Conflict as to Whether the Parties May be Bound to Legal Stipulations, as a Matter of Law, as to STRS Compensability,” an “Application for En Banc Consideration and Motion for Reconsideration as to Whether the Trial Court is Bound by Legal Stipulations Entered into Between the Parties,” and a “Motion for Reconsideration as to Whether the Parties May be Bound to Legal Stipulations, as a Matter of Law, as to STRS Compensability.” Appellee, Career & Technical Association (“CATA”), duly opposed the filings, and the Board replied to CATA’s opposition. Each of these motions/applications seek relief under the appellate rules vis-à-vis this court opinion and judgment in *Career & Technical Assoc. v. Auburn Vocational School Dist. Bd. of Edn.*, 2024-Ohio-1348, --- N.E.3d ---- (11th Dist.), released April 9, 2024.

### Certification of a Conflict

In *Whitelock v. Gilbane Building Company*, 66 Ohio St.3d 594, 596, 613 N.E.2d 1032 (1993), the Supreme Court of Ohio discussed the particularities of the conflict certification process:

First, the certifying court must find that its judgment is in conflict with the judgment of a court of appeals of another district and the asserted conflict *must* be “upon the same question.” Second, the alleged conflict must be on a rule of law — not facts. Third, the journal entry or opinion of the certifying court must clearly set forth that rule of law which the certifying court contends is in conflict with the judgment on the same question by other district courts of appeals.

(Emphasis sic.)

The Board contends this court’s April 9, 2024 opinion and judgment, dismissing its appeal of the trial court’s denial of its post-judgment motion for interpleader, conflicts with decisions of the Eighth, Ninth, and Tenth Appellate Districts, respectively; *Wilson v. Harvey*, 164 Ohio App.3d 278, 2005-Ohio-5722, 842 N.E.2d 83 (8th Dist.); *Hill v. Wadsworth-Rittman Area Hosp.*, 185 Ohio App.3d 788, 2009-Ohio-5421, 925 N.E.2d 1012 (9th Dist.); and *State ex rel. Anderson v. State Teachers Retirement Sys. Bd.*, 10th Dist. Franklin No. 19AP-293, 2021-Ohio-1378.

The Board claims that the stipulations jointly entered between the parties were stipulations regarding *legal conclusions* which the trial court never adopted. And, pursuant to the Eighth, Ninth, and Tenth Districts’ opinions, a trial court is not bound by incorrect legal conclusions.

In the Board's 2022 appeal from the trial court's judgment, after a trial to the bench relating to the merits of CATA's claim for back pay, this court observed:

A stipulation of fact removes the issue from the litigation and renders proof unnecessary. \* \* \* When parties mutually agree to facts or evidence in the case and enter into stipulations, such stipulations are regarded as "expressing the result of proof made by both parties \* \* \* ."

*Career & Technical Assoc. v. Auburn Vocational School Dist. Bd. of Edn.*, 2022-Ohio-2737, 194 N.E.3d 782, ¶ 51 (11th Dist.), quoting *Garrett v. Hanshue*, 53 Ohio St. 482, 42 N.E. 256 (1895), quoting *Ish v. Crane*, 13 Ohio St. 574, 580 (1862).

The stipulations at issue related to damages, which was a matter of fact to which both parties stipulated multiple times over the course of the litigation. The Board took issue with the trial court's denial of its motion to unilaterally withdraw from the stipulations *after* the trial to the bench. In this court's 2022 opinion and judgment, we affirmed the trial court's denial of the Board's attempt to withdraw from the factual stipulations. See *Career & Technical Assoc.*, 2022-Ohio-2737, ¶ 50-57. The Board could have but did not seek to certify a conflict at that time. In this respect, the issue the Board raises is *res judicata*.

Even if the Board's argument was not barred, its motion to certify is not premised upon a conflict of law between appellate districts. Instead, it is premised upon an inaccurate interpretation of basic factual holdings, i.e., the binding nature of *factual* stipulations versus *legal* stipulations.

Also, the case cited by the Board from the Tenth District, *Anderson*, 2021-Ohio-1378, addresses the deference accorded STRS relating to its interpretation of the relevant statutory scheme as well as the administrative code. *Id.* at ¶ 9. In

this case, the stipulations were fact specific to the teachers' particular salaries and the amount of the stipend to which each was entitled if CATA prevailed. STRS was not previously asked to weigh-in on STRS amounts and the stipulation indicates that the payments due to the affected teachers would be pro-rated through the date of the final judgment.

We discern no conflict because the cases identified by the Board are not on the same legal question. The motions to certify are overruled.

### **En Banc Review**

App.R. 26(A)(2) provides that “[u]pon a determination that two or more decisions of the court on which they sit are in conflict, a majority of the en banc court may order that an appeal or other proceeding be considered en banc.”

The Board asserts this court’s determination in *Career & Technical Assoc.*, 2024-Ohio-1348, concluding that the stipulations relating to damages were “law of the case” is premised upon an erroneous conclusion that the stipulations were factual rather than legal. It maintains this court has previously held that “[w]hile courts are ordinarily bound by the factual stipulations of litigants, courts are not bound in their determination of questions of law.” *Aulizia v. Westfield Natl. Ins. Co.*, 11th Dist. Trumbull No. 2006-T-0057, 2007-Ohio-3017, ¶ 14, fn. 2.

Because we have already determined the stipulations were factual in nature, we discern no intradistrict conflict. Thus, the application for en banc consideration is overruled.

### Reconsideration

The test this court applies when considering an application for reconsideration is whether the application “calls the attention to the court an obvious error in its decision or raises an issue for our consideration that was either not considered at all or was not fully considered by us when it should have been.” *Matthews v. Matthews*, 5 Ohio App.3d 140, 143, 450 N.E.2d 278 (10th Dist.1981).

The Board finally asserts this court should grant reconsideration of our holding in *Career & Technical Assoc.*, 2024-Ohio-1348, because the *parties* are bound by legal stipulations as a matter of law.

Again, the Board advances the same red-herring as it asserts above; namely, that the stipulations at issue were agreements relating to legal conclusions. The stipulations were factual in nature and not legal. Moreover, they were jointly entered and therefore the parties are bound by the same. And, significantly, as noted above under the certification-of-a-conflict analysis, the Board could have, but did not, make this argument on direct appeal from *Career & Technical Assoc.*, 2022-Ohio-2737. This issue is also res judicata.

The Board’s motion for reconsideration is therefore overruled.

As emphasized in previous judgments, this matter has been lingering for too long. Despite the Board's dissatisfaction, the issues in this litigation have been fully and finally resolved. The Supreme Court of Ohio has declined jurisdiction over the Board's attempt at a discretionary appeal and there is *nothing* in the record or in the law to support the filings adjudicated in this judgment entry.



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PRESIDING JUDGE EUGENE A. LUCCI

MATT LYNCH, J.,

ROBERT J. PATTON, J.,

concur.