

[Cite as *Allen v. Ohio Dept. of Rehab. & Corr.*, 2005-Ohio-7015.]

IN THE COURT OF CLAIMS OF OHIO
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ROBERT J. ALLEN :
 :
 Plaintiff : CASE NO. 2004-06461
 : Judge Joseph T. Clark
 v. : Magistrate Steven A. Larson
 :
 OHIO DEPARTMENT OF : MAGISTRATE DECISION
 REHABILITATION AND CORRECTION :
 :
 Defendant

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{¶ 1} Plaintiff brought this action against defendant, the Ohio Department of Rehabilitation and Correction, alleging negligence and breach of contract. The issues of liability and damages were bifurcated and the case proceeded to trial on the issue of liability.

{¶ 2} At all times relevant to this action, plaintiff was an inmate in the custody and control of defendant pursuant to R.C. 5120.16. During his incarceration plaintiff entered a paralegal apprenticeship program administered by the U.S. Department of Labor (DOL). Upon admission to the program, plaintiff signed a U.S. Department of Labor Apprenticeship Agreement (apprenticeship agreement). (Plaintiff's Exhibit 1.) Plaintiff executed a second apprenticeship agreement in 2001 when he was transferred to Grafton Correctional Institution (GCI). (Plaintiff's Exhibit 2.)

{¶ 3} Based upon the evidence presented in this case, the court finds that the terms and conditions of plaintiff's apprenticeship were governed by the written apprenticeship agreement, defendant's written policies, and the relevant DOL regulations governing

apprenticeship programs. The federal regulations identify the parties to the apprenticeship agreement as the apprentice and the sponsor or employer. 29 C.F.R. 29.2. The 1999 agreement identifies Ohio Multi-Crafts J.C.A. and Lima Correctional Institution¹ as the sponsor. Other documents admitted into evidence identify GCI as the sponsor. Based upon the evidence, the court finds that plaintiff and defendant are the parties to the apprenticeship agreement.

{¶ 4} The paralegal program required the completion of a total of 6,000 hours of work in nine areas of competency as determined by DOL. The 2001 agreement, dated November 20, 2000, documents plaintiff's completion of 3,000 hours. By December 31, 2002, plaintiff had completed 6,059 hours of apprenticeship training. On January 6, 2003, employees of defendant executed a "100% Completion Request Form" verifying plaintiff's completion of the program and recommending the issuance of the "Certificate of Completion of Apprenticeship" (Certificate). (Plaintiff's Exhibit 3.) The form was signed by plaintiff's instructor, the program supervisor, the apprenticeship administrator, and the deputy warden of special services and was forwarded to DOL for final approval.

{¶ 5} DOL subsequently determined that plaintiff was not eligible to receive his Certificate and plaintiff was instead awarded a "50 percent certificate of apprenticeship." (Plaintiff's Exhibit 4.) Defendant later learned that DOL had determined that inmates were unable to complete the required hours in two of the nine areas of competency: "prepares medical reports from doctors,"

¹Lima Correctional Institution is identified as "LCI" in the 1999 agreement.

and "researches files in firm's library, obtains legal points & authority."

{¶ 6} In his complaint, plaintiff asserts claims for breach of contract, misrepresentation, and negligence. Plaintiff also asks the court to issue a declaration that he had successfully completed the apprenticeship program for an order requiring defendant to provide him with a Certificate.

{¶ 7} Although plaintiff testified that the decision to deny him the Certificate was made by one of defendant's agents, the weight of the evidence does not corroborate his allegation. GCI librarian and school administrator, Renee Everett, testified that in February 2003, she was informed that inmates in the paralegal apprenticeship program could not be certified for a Certificate. Similarly, Ann Fornal, career technical director of the Ohio Central School System, testified that in the fall of 2003 DOL recommended the termination of all inmate apprenticeship programs that could not be completed due to incarceration. Defendant subsequently dissolved the paralegal apprenticeship program at all participating institutions.

{¶ 8} Based upon the evidence presented and upon review of the relevant federal regulations, the court finds that DOL alone may determine whether a particular inmate has satisfied the program requirements. DOL generated the apprenticeship agreement form, created the criteria for the program, decided whether to register or de-register a particular apprenticeship program, and issued the Certificate. The apprenticeship agreement expressly states that DOL guidelines govern the apprenticeship program. Thus, both plaintiff and defendant were bound by those guidelines.

{¶ 9} Under the terms of the agreement, defendant was required to provide plaintiff with paralegal training in accordance with the apprenticeship program guidelines and to recommend plaintiff for a Certificate upon plaintiff's successful completion of the program.

The evidence in this case establishes that defendant fulfilled its contractual obligations to plaintiff. Defendant was simply not authorized under the terms of the agreement to award plaintiff a Certificate without DOL approval.

{¶ 10} Additionally, while the evidence establishes that plaintiff performed 3,000 more hours of paralegal training than he was required to perform in order to obtain a 50 percent Certificate of Apprenticeship, the evidence also establishes that both plaintiff and defendant entered into the agreement and performed the agreement under the mistaken belief that plaintiff would be eligible for a 100 percent Certificate of Apprenticeship. Generally, absent fraud, duress, or compulsion, a party to a contract who voluntarily performs under a mistaken belief as to the legal significance of his performance cannot recover. See *Consolidated Mgmt. v. Handee Marts, Inc.* (1996), 109 Ohio App.3d 185. In short, defendant is not liable to plaintiff for damages arising from a mistake of law. *Id.* Plaintiff's claim for breach of contract is, therefore, without merit.

{¶ 11} Plaintiff next argues that defendant's employees fraudulently induced him to enter the program by intentionally misleading him about his eligibility for a Certificate. However, plaintiff did not present any persuasive evidence to support a finding that defendant's employees knew, prior to 2003, that he could not complete the entire program while incarcerated. Although plaintiff introduced a document wherein defendant's staff counsel

raised questions as early as January 2001 whether the paralegal apprenticeship program could be completed by inmates, the weight of the evidence establishes that defendant entered into the agreement with plaintiff under the assumption that plaintiff would be eligible for a Certificate. Moreover, plaintiff testified that he does not fault any particular employee of defendant for not awarding him a Certificate. For these reasons, plaintiff has failed to prove fraud.

{¶ 12} Plaintiff's negligence claim is predicated upon defendant's alleged failure to properly train and/or supervise the administrative staff involved in the apprenticeship program. More specifically, plaintiff contends that these employees should have known that plaintiff was not eligible for a Certificate. However, as stated above, the parties' relationship with respect to the apprenticeship program was contractual. Consequently, the terms of the agreement and not common law tort principles dictate the rights and obligations of the parties. Plaintiff's negligence claim is, therefore, without merit.

{¶ 13} For the foregoing reasons, judgment is recommended in favor of defendant.

{¶ 14} *A party may file written objections to the magistrate's decision within 14 days of the filing of the decision. A party shall not assign as error on appeal the court's adoption of any finding or conclusion of law contained in the magistrate's decision unless the party timely and specifically objects to that finding or conclusion as required by Civ.R. 53(E)(3).*

STEVEN A. LARSON

Magistrate

Entry cc:

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Filed November 30, 2005

To S.C. reporter December 29, 2005