

## MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 2, 2023

- A. The Special Board Meeting of the Jackson Local School District Board of Education was held, Thursday, March 2, 2023, at 7:45 am at the Jackson Local Schools Central Office. The following members were present: Gindlesberger, Jones, Winkhart, Wright, and Goff.
- B. President Goff led the Pledge of Allegiance
- C. The following communication was presented to the Board:

➤ The alternate bids for the proposed transportation facility were discussed.

- 23.37 Moved by Winkhart, seconded by Jones, to approve the JUUL Labs litigation settlement resolution, as presented.

WHEREAS, the Board is a plaintiff in a pending multi-district litigation entitled In re JUUL Labs, Inc. (the "JUUL litigation"); and

WHEREAS, the Board's legal counsel in the JUUL Litigation has apprised the Board of a proposed settlement of the pending litigation, including the general terms and conditions of the proposed settlement; and

WHEREAS, the Board's legal counsel recommends the Board approve the proposed settlement, subject to final legal review and approval; and

WHEREAS, the Board finds it is in the District's interest to proceed with the proposed settlement of the JUUL Litigation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Jackson Local School District as follows:

1. The Board hereby authorizes its legal counsel, in the JUUL Litigation, Frantz Law Group, to consent to the proposed settlement of said litigation on behalf of the Board, subject to legal counsel's final review and approval of the terms and conditions of the settlement agreement as being consistent with the terms and conditions legal counsel previously discussed with the Board.
2. This resolution shall take effect immediately.
3. The Board finds that this resolution was approved at a regular meeting open to the public in accordance with the provisions of Section 122.21 of the Ohio Revised Code.

Winkhart, yes; Jones, yes; Gindlesberger, yes; Wright, yes; Goff, yes. Motion carried.

- 23.38 Moved by Jones, seconded by Wright, to accept the Classified staff resignations, as presented.

Thomas Pantello - Bus Driver, Resignation, effective July 1, 2023  
James Sanford - Bus Driver, Resignation, effective February, 27, 2023

Jones, yes; Wright, yes; Gindlesberger, yes; Winkhart, yes; Goff, yes. Motion carried.

- 23.39 Moved by Gindlesberger, seconded by Winkhart, to employ a temporary long term elementary substitute teacher, as presented.

## AGREEMENT

This Agreement is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023, entered into by and between Vivian Geraghty (“Geraghty”) and Jackson Local School District Board of Education (“Jackson”);

WHEREAS, Geraghty and Jackson are currently parties to legal proceedings pending before the United States District Court for the Northern District of Ohio, Eastern Division, as Case Number 5:22-CV-02237 (“the Litigation”);

WHEREAS, Geraghty has asserted various allegations in her Complaint against Jackson and certain employees of Jackson arising out of her employment with Jackson;

WHEREAS, Jackson has denied those allegations, and further denies any wrongdoing or liability;

WHEREAS, Geraghty filed a motion seeking a preliminary injunction against Jackson;

WHEREAS, Jackson filed its response to that motion;

WHEREAS, the Parties have agreed that in exchange for Geraghty’s withdrawal of her motion for preliminary injunction, and during the pendency of the Litigation, Jackson will place Geraghty into the long term substitute elementary position; and

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Geraghty agrees that she will immediately file a notice of withdrawal of her motion for preliminary injunction that she filed in the Litigation.

2. Effective March 6, 2023, Geraghty will temporarily assume a position as a “long term substitute” for Jackson’s four elementary schools: Amherst, Lake Cable, Sauder, and Strausser.

3. Attached as Exhibit 1 is the contract payment calculation that reflects Geraghty’s compensation to be paid to her for the period such services are rendered and while this Agreement is in effect.

4. In addition to the compensation paid to Geraghty pursuant to Section 3, Geraghty will be eligible to participate in any employee benefits available to other full-time employees within her job classification while this Agreement is in effect.

5. Geraghty agrees that while this Agreement is in effect, she will comply with all rules and regulations that apply to all other teachers assigned to Jackson’s elementary schools.

6. The Parties agree that Geraghty’s assent to this agreement is contingent upon Jackson’s assurance that, as of the day of this Agreement’s execution, to the best of Jackson’s knowledge there are no students at any of Jackson’s four elementary schools who are requesting teachers to address them in a manner that Ms. Geraghty alleges implicates her constitutional rights to free speech and free exercise of religion.

7. The Parties acknowledge that this Agreement is subject to the Court’s ongoing enforcement during the pendency of the Litigation.

8. The Parties agree that nothing in this Agreement acts as an admission of any kind, nor does anything in this Agreement act as a waiver of any claims or defenses that any party in the Litigation may have in the Litigation proceedings. Each of the parties reserves all of their claims and defenses as it relates to Geraghty’s Complaint and the Answer filed by Jackson and its employees. In particular, Geraghty reserves her claims relating to compelled forms of address and her right to reinstate her request for

preliminary relief in the event of a change in the conditions described in Paragraph 6 which the parties are unable to resolve through good faith negotiation.

9. The Parties agree that if anyone should make a direct inquiry to Geraghty or Jackson as to the reason for Geraghty's re-employment, the Parties shall state that the Parties have agreed to Geraghty's employment as a temporary long term substitute, but that due to ongoing litigation, they can make no further comment.

10. The Parties further agree that this Agreement is effective only during the pendency of the Litigation proceedings understanding that the claims and defenses will proceed to trial in the Litigation.

Jackson Local School District  
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Gindlesberger, yes; Winkhart, yes; Jones, yes; Wright, yes; Goff, yes. Motion carried.

23.40 Moved by Wright, seconded by Jones, to adjourn the meeting at 8:32 am.

Wright, yes; Jones, yes; Gindlesberger, yes; Winkhart, yes; Goff, yes. Motion carried.

  
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President

  
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Treasurer