

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 19, 2024

- A. The Regular meeting of the Jackson Local School District Board of Education was held, Tuesday, March 19, 2024, at 5:00 pm at Jackson High School. The following members were present: Gindlesberger, Goff, Jones, Winkhart, and Wright.
- B. President Wright led the Pledge of Allegiance.

24.35 Moved by Goff, seconded by Jones, to approve the minutes of the February 20, 2024 Regular meeting, as presented.

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

24.36 Moved by Gindlesberger, seconded by Winkhart, to accept the February 2024 financial statements, account modifications and appropriation changes, as presented.

	FROM ACCOUNT	TO ACCOUNT
AMOUNT	BUDGET KEY	BUDGET KEY
\$ 2,000.00	0012222000000020-531	0012222000000020-516
ADVANCES		
BACK		
\$ 207,875.15	5160000000000160-920	0017410000000000-R5210
\$ 1,810.91	5510000000000510-920	0017410000000000-R5210
\$ 124,038.38	5720000000000720-920	0017410000000000-R5210
\$ 8,094.36	5840000000000840-920	0017410000000000-R5210
\$ 19,881.09	5900000000000900-920	0017410000000000-R5210
\$ 5,963.34	5240000000000240-920	0017410000000000-R5210
ADVANCES		
IN		
\$ 11,926.68	0017410000000000-R5210	5240000000000240-920
\$ 2,663.11	0017410000000000-R5210	5510000000000510-920
\$ 161,376.14	0017410000000000-R5210	5720000000000720-920
\$ 17,721.71	0017410000000000-R5210	5840000000000840-920
\$ 29,819.71	0017410000000000-R5210	5900000000000900-920
\$ 313,122.98	0017410000000000-R5210	5160000000000160-920
INCREASE/DECREASE		BUDGET KEY-ACCOUNT
AMOUNT		XXXXXXXXXXXXXXXXXX

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 19, 2024

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

- C. Board members reviewed the list of expenditures paid in February 2024, which totaled \$8,288,580.89
- D. During the first hearing of visitors, no one wished to address the Board.
- E. The following communications were presented to the Board:
 - JHS Administrators shared the Board of Education Report and the JHS Board presentation.
 - Superintendent DiLoreto presented the first reading of the following Legal Alerts and revised Board Policies to the Board:
 - 03 - Legal Alert - Ohio Voters Approve Recreational Marijuana
 - 04 - Legal Alert - Budget Bill Provides Some Flexibility with Staffing
 - 05 - Legal Alert - Update on Recent Ohio Legislation Addressing Transgender Student Issues/HB 68 (enacted), HB 183 (pending)
 - **Policy 2623 - Student Assessment and Academic Intervention Services (Revised)**
This policy has been revised to include the requirement included in HB 33 that, by June 30 of each year, schools must provide parents with a student's score on any state assessment administered to the student. Notice may be sent by mail or email, or posted in the district's online portal.
 - **Policy 2623.02 - Third Grade Reading Guarantee (Revised)**
This policy has been revised to reflect current administration windows for student assessments, found in R.C. 3313.608 and R.C. 3313.0715.
 - **Policy 3120.04 - Employment of Substitutes (Revised)**
This policy includes a minor change prompted by HB 33, reflecting that districts may employ student teachers as substitute teachers on a semester-to-semester basis upon approval by the board. Schools will need to confirm that the student teacher's college or university allows their students to be paid substitutes.
 - **Policy 3140 - Termination and Resignation (Revised)**
This policy has been revised to reflect changes in HB 33 permitting districts to provide notice of the Board's intention to terminate a professional employee by regular mail with a certificate of mailing, electronic mail with proof of delivery, or other method with proof of delivery. It is critical that the district obtains proof that the notice was received, regardless of the means of delivery.
 - **Policy 4124 - Employment Contract (Revised)**
This policy has been revised to reflect changes in HB 33 permitting districts to provide notice of the Board's intention not to re-employ a classified staff member by regular mail with a certificate of mailing, electronic mail with proof of delivery, or other method with proof of delivery. It is critical that the district obtains proof that the notice was received, regardless of the means of delivery.
 - **Policy 4140 - Termination and Resignation (Revised)**
This policy has been revised to reflect changes in HB 33 permitting districts to provide notice of the Board's intention to terminate a classified staff member by regular mail with a certificate of mailing, electronic mail with proof of delivery, or other method with proof of delivery. It is critical that the district obtains proof that the notice was received, regardless of the means of delivery.
 - **Policy 5310 - Health Services (Revised)**

This policy has been revised to reflect that Ohio law (R.C. 3313.6413) now requires each traditional public school district, community school, STEM school, chartered nonpublic school, and other public school with school buildings that enroll girls in grades six (6) through twelve (12) to provide free menstrual products (HB 33). Schools may choose to provide free products to a broader range of grade levels.

○ **Policy 8600 - Transportation (Revised)**

Ohio law limits how far a student in grades k-8 can walk (two (2) miles). However, there is no technical limit for high school students. Therefore, we have created additional options for the district to consider. Also, at Travel Times for the Transportation of Children with Disabilities, provisions have been added to help districts fulfill their obligation to establish travel time standards for students with disabilities [A.C. 3301-51-10(D)(1)]. In addition, we removed language that states the superintendent will take changes to bus routes to the board at the next meeting. The Superintendent has the authority to make changes, and this is not a practice typically employed by districts. So this requirement is not necessary. We have added a drafting note informing districts that school bus drivers meet the qualifications to drive vehicles other than school buses. That said, districts may require that drivers complete other training modules, such as school van driver training. An individual does not need a CDL to drive vehicles other than school buses. See Board Policy 8650, below, for more information regarding qualifications to drive district vehicles. Finally, we have corrected a minor typo and added cross references to other applicable policies.

○ **Policy 8600.04 - Bus Driver Certification (Revised)**

This policy has been revised to add cross references to relevant policies, update references to the Ohio Department of Education and Workforce, and properly reference "school vehicles."

○ **Policy 8640 - Transportation for Non-Routine Trips (Revised)**

The title of this policy has been updated for accuracy. In addition, it has been revised to recognize that a district may charge the personnel costs associated with the driver's time and/or mileage costs. These are actually two (2) separate costs that a district reports and tracks. Therefore, it is important that districts have a way to recoup costs of a driver, who will be paid on an hourly basis.

○ **Policy 8650 - Transportation by Vehicles Other Than School Buses (Revised)**

Because the administrative code uses the term "vehicle," and the revised code uses the term "van," this policy has been revised and expanded to refer to vehicles other than school buses. Both of the above-referenced terms are used in law, so there does not appear to be a preferred term, and we do not believe that one term has a different legal effect than the other. Also, the policy has been revised to reflect that drivers of non-routine vehicles like vans do not need a CDL. However, if someone meets requirements to drive a bus (which includes a CDL), they are also qualified to drive vans/nonroutine vehicles.

○ **Policy 8660 - Incidental Transportation of Students by Private Vehicle (Revised)**

OAC (A.C.) 3301-83-19, which is part of the approved transportation regulations, addresses routine use of vehicles, including regular use of a personal vehicle in the transport of students, at the direction of the school. OAC 3301-83-19 provides rules governing the transportation of students in authorized vehicles. Incidental use of a personal vehicle in the transport of school students (for example, an unexpected situation in which a principal or staff member needs to drive a sick student home from school or a field trip) is not regulated in this section of the administrative code.

○ **Policy 9700 – Relations with Special Interest Groups (Revised)**

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 19, 2024

This policy has been revised to establish the manner and criteria used concerning the distribution of materials.

- Athletic Director, Jeff Kracker, Shared a list of Athletic Volunteers for the Spring 2024 season.

Spring Volunteers:

Fernando Gutierrez - Boys Lacrosse

Nicole Lawson - Middle School Track

Alexsandra Washburne - Middle School Track

- 24.37 Moved by Goff, seconded by Jones, to accept and approve the Stark and Summit County tax amounts and rates for Tax Year 2023/Collection Year 2024, as presented.

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

- 24.38 Moved by Winkhart, seconded by Goff, to approve the original complaints, as presented.

- Resolution Authorizing Original Complaint - 7292 Fulton Investors LLC

RESOLUTION AUTHORIZING THE FILING OF AN ORIGINAL COMPLAINT AGAINST THE VALUATION OF REAL PROPERTY PURSUANT TO OHIO REVISED CODE SECTION 5715.19

WHEREAS, Ohio Revised Code Section 5715.19(A) presently permits a Board of Education (Board) to file an original complaint with the County Auditor challenging the determination of the total valuation of property on or before the thirty-first day of March if the property was sold in an arm's length transaction prior to January 1, 2023, and the sale price exceeds the true value of the property for Tax Year 2023 by both ten percent and \$500,000; and

WHEREAS, prior to filing an original complaint, a Board is required to first adopt a resolution authorizing the filing at a public meeting; and

WHEREAS, before adopting a resolution, Revised Code Section 5715.19(A)(7) provides the Board shall mail a written notice to at least one of the record owners of the parcel or parcels stating its intent in adopting the resolution, the proposed date of adoption, and the basis for the complaint relative to each parcel identified in the resolution. The notice shall be sent by certified mail to the last known tax-mailing address of at least one of the record owners and shall be postmarked at least seven calendar days before the board of education adopts the resolution.

THEREFORE, IT IS RESOLVED, by the Board of the Jackson Local School District that the following property qualifies for an original complaint as it sold, according to the Stark County Records for \$5,450,000 and the County's tax year 2023 value is \$1,527,800:

BE IT FURTHER RESOLVED, that the Board, through its counsel, has provided written notice to at least one of the record owners of the parcels identified herein in accordance with the statutory requirements.

BE IT FURTHER RESOLVED, that the Board desires to proceed with the filing of an

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 19, 2024

original complaint for the property more fully described on Exhibit A and authorizes its legal counsel, Park Street Law Group, LLC, to file said complaint with the Stark County Board of Revision and to take any action necessary to defend the complaint including but not limited to participating in the Board of Revision proceedings and any further appeal.

- Resolution Authorizing Original Complaint - 4990 Dressler Road NW Property LLC.

RESOLUTION AUTHORIZING THE FILING OF AN ORIGINAL COMPLAINT AGAINST THE VALUATION OF REAL PROPERTY PURSUANT TO OHIO REVISED CODE SECTION 5715.19

WHEREAS, Ohio Revised Code Section 5715.19(A) presently permits a Board of Education (Board) to file an original complaint with the County Auditor challenging the determination of the total valuation of property on or before the thirty-first day of March if the property was sold in an arm's length transaction prior to January 1, 2023, and the sale price exceeds the true value of the property for Tax Year 2023 by both ten percent and \$500,000; and

WHEREAS, prior to filing an original complaint, a Board is required to first adopt a resolution authorizing the filing at a public meeting; and

WHEREAS, before adopting a resolution, Revised Code Section 5715.19(A)(7) provides the Board shall mail a written notice to at least one of the record owners of the parcel or parcels stating its intent in adopting the resolution, the proposed date of adoption, and the basis for the complaint relative to each parcel identified in the resolution. The notice shall be sent by certified mail to the last known tax-mailing address of at least one of the record owners and shall be postmarked at least seven calendar days before the board of education adopts the resolution.

THEREFORE, IT IS RESOLVED, by the Board of the Jackson Local School District that the following property qualifies for an original complaint as it sold, according to the Stark County Records for \$2,200,000 and the County's tax year 2023 value is \$893,400:

BE IT FURTHER RESOLVED, that the Board, through its counsel, has provided written notice to at least one of the record owners of the parcels identified herein in accordance with the statutory requirements.

BE IT FURTHER RESOLVED, that the Board desires to proceed with the filing of an original complaint for the property more fully described on Exhibit A and authorizes its legal counsel, Park Street Law Group, LLC, to file said complaint with the Stark County Board of Revision and to take any action necessary to defend the complaint including but not limited to participating in the Board of Revision proceedings and any further appeal.

- Resolution Authorizing Original Complaint - Blue Falls Real Estate Company Inc

RESOLUTION AUTHORIZING THE FILING OF AN ORIGINAL COMPLAINT AGAINST THE VALUATION OF REAL PROPERTY PURSUANT TO OHIO REVISED CODE SECTION 5715.19

WHEREAS, Ohio Revised Code Section 5715.19(A) presently permits a Board of

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 19, 2024

Education (Board) to file an original complaint with the County Auditor challenging the determination of the total valuation of property on or before the thirty-first day of March if the property was sold in an arm's length transaction prior to January 1, 2023, and the sale price exceeds the true value of the property for Tax Year 2023 by both ten percent and \$500,000; and

WHEREAS, prior to filing an original complaint, a Board is required to first adopt a resolution authorizing the filing at a public meeting; and

WHEREAS, before adopting a resolution, Revised Code Section 5715.19(A)(7) provides the Board shall mail a written notice to at least one of the record owners of the parcel or parcels stating its intent in adopting the resolution, the proposed date of adoption, and the basis for the complaint relative to each parcel identified in the resolution. The notice shall be sent by certified mail to the last known tax-mailing address of at least one of the record owners and shall be postmarked at least seven calendar days before the board of education adopts the resolution.

THEREFORE, IT IS RESOLVED, by the Board of the Jackson Local School District that the following property qualifies for an original complaint as it sold, according to the Stark County Records for \$1,000,000 and the County's tax year 2023 value is \$47,300:

BE IT FURTHER RESOLVED, that the Board, through its counsel, has provided written notice to at least one of the record owners of the parcels identified herein in accordance with the statutory requirements.

BE IT FURTHER RESOLVED, that the Board desires to proceed with the filing of an original complaint for the property more fully described on Exhibit A and authorizes its legal counsel, Park Street Law Group, LLC, to file said complaint with the Stark County Board of Revision and to take any action necessary to defend the complaint including but not limited to participating in the Board of Revision proceedings and any further appeal.

- Resolution Authorizing Original Complaint - 4466 Canton LLC.

RESOLUTION AUTHORIZING THE FILING OF AN ORIGINAL COMPLAINT AGAINST THE VALUATION OF REAL PROPERTY PURSUANT TO OHIO REVISED CODE SECTION 5715.19

WHEREAS, Ohio Revised Code Section 5715.19(A) presently permits a Board of Education (Board) to file an original complaint with the County Auditor challenging the determination of the total valuation of property on or before the thirty-first day of March if the property was sold in an arm's length transaction prior to January 1, 2023, and the sale price exceeds the true value of the property for Tax Year 2023 by both ten percent and \$500,000; and

WHEREAS, prior to filing an original complaint, a Board is required to first adopt a resolution authorizing the filing at a public meeting; and

WHEREAS, before adopting a resolution, Revised Code Section 5715.19(A)(7) provides the Board shall mail a written notice to at least one of the record owners of the parcel or parcels stating its intent in adopting the resolution, the proposed date of adoption, and

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 19, 2024

the basis for the complaint relative to each parcel identified in the resolution. The notice shall be sent by certified mail to the last known tax-mailing address of at least one of the record owners and shall be postmarked at least seven calendar days before the board of education adopts the resolution.

THEREFORE, IT IS RESOLVED, by the Board of the Jackson Local School District that the following property qualifies for an original complaint as it sold, according to the Stark County Records for \$4,460,000 and the County's tax year 2023 value is \$2,286,600 for two parcels:

BE IT FURTHER RESOLVED, that the Board, through its counsel, has provided written notice to at least one of the record owners of the parcels identified herein in accordance with the statutory requirements.

BE IT FURTHER RESOLVED, that the Board desires to proceed with the filing of an original complaint for the property more fully described on Exhibit A and authorizes its legal counsel, Park Street Law Group, LLC, to file said complaint with the Stark County Board of Revision and to take any action necessary to defend the complaint including but not limited to participating in the Board of Revision proceedings and any further appeal.

- Resolution Authorizing Original Complaint - Saint Paul Properties Fund XII LLC

RESOLUTION AUTHORIZING THE FILING OF AN ORIGINAL COMPLAINT AGAINST THE VALUATION OF REAL PROPERTY PURSUANT TO OHIO REVISED CODE SECTION 5715.19

WHEREAS, Ohio Revised Code Section 5715.19(A) presently permits a Board of Education (Board) to file an original complaint with the County Auditor challenging the determination of the total valuation of property on or before the thirty-first day of March if the property was sold in an arm's length transaction prior to January 1, 2023, and the sale price exceeds the true value of the property for Tax Year 2023 by both ten percent and \$500,000; and

WHEREAS, prior to filing an original complaint, a Board is required to first adopt a resolution authorizing the filing at a public meeting; and

WHEREAS, before adopting a resolution, Revised Code Section 5715.19(A)(7) provides the Board shall mail a written notice to at least one of the record owners of the parcel or parcels stating its intent in adopting the resolution, the proposed date of adoption, and the basis for the complaint relative to each parcel identified in the resolution. The notice shall be sent by certified mail to the last known tax-mailing address of at least one of the record owners and shall be postmarked at least seven calendar days before the board of education adopts the resolution.

THEREFORE, IT IS RESOLVED, by the Board of the Jackson Local School District that the following property qualifies for an original complaint as it sold, according to the Stark County Records for \$8,600,000 and the County's tax year 2023 value is \$2,862,700:

BE IT FURTHER RESOLVED, that the Board, through its counsel, has provided written

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 19, 2024

notice to at least one of the record owners of the parcels identified herein in accordance with the statutory requirements.

BE IT FURTHER RESOLVED, that the Board desires to proceed with the filing of an original complaint for the property more fully described on Exhibit A and authorizes its legal counsel, Park Street Law Group, LLC, to file said complaint with the Stark County Board of Revision and to take any action necessary to defend the complaint including but not limited to participating in the Board of Revision proceedings and any further appeal.

- Resolution Authorizing Original Complaint - 4900 Frank LLC

RESOLUTION AUTHORIZING THE FILING OF AN ORIGINAL COMPLAINT AGAINST THE VALUATION OF REAL PROPERTY PURSUANT TO OHIO REVISED CODE SECTION 5715.19

WHEREAS, Ohio Revised Code Section 5715.19(A) presently permits a Board of Education (Board) to file an original complaint with the County Auditor challenging the determination of the total valuation of property on or before the thirty-first day of March if the property was sold in an arm's length transaction prior to January 1, 2023, and the sale price exceeds the true value of the property for Tax Year 2023 by both ten percent and \$500,000; and

WHEREAS, prior to filing an original complaint, a Board is required to first adopt a resolution authorizing the filing at a public meeting; and

WHEREAS, before adopting a resolution, Revised Code Section 5715.19(A)(7) provides the Board shall mail a written notice to at least one of the record owners of the parcel or parcels stating its intent in adopting the resolution, the proposed date of adoption, and the basis for the complaint relative to each parcel identified in the resolution. The notice shall be sent by certified mail to the last known tax-mailing address of at least one of the record owners and shall be postmarked at least seven calendar days before the board of education adopts the resolution.

THEREFORE, IT IS RESOLVED, by the Board of the Jackson Local School District that the following property qualifies for an original complaint as it sold, according to the Stark County Records for \$1,200,000 and the County's tax year 2023 value is \$671,900 for parcel 1610400 (was \$617,500 at time of sale) and \$32,200 for parcel 1612611:

BE IT FURTHER RESOLVED, that the Board, through its counsel, has provided written notice to at least one of the record owners of the parcels identified herein in accordance with the statutory requirements.

BE IT FURTHER RESOLVED, that the Board desires to proceed with the filing of an original complaint for the property more fully described on Exhibit A and authorizes its legal counsel, Park Street Law Group, LLC, to file said complaint with the Stark County Board of Revision and to take any action necessary to defend the complaint including but not limited to participating in the Board of Revision proceedings and any further appeal.

- Resolution Authorizing Original Complaint - Costco Wholesale Corporation

RESOLUTION AUTHORIZING THE FILING OF AN ORIGINAL COMPLAINT AGAINST THE VALUATION OF REAL PROPERTY PURSUANT TO OHIO REVISED CODE SECTION 5715.19

WHEREAS, Ohio Revised Code Section 5715.19(A) presently permits a Board of Education (Board) to file an original complaint with the County Auditor challenging the determination of the total valuation of property on or before the thirty-first day of March if the property was sold in an arm's length transaction prior to January 1, 2023, and the sale price exceeds the true value of the property for Tax Year 2022 and 2023 by both ten percent and \$500,000; and exceeds the tax year 2023 value by over \$470,000;

WHEREAS, prior to filing an original complaint, a Board is required to first adopt a resolution authorizing the filing at a public meeting; and

WHEREAS, before adopting a resolution, Revised Code Section 5715.19(A)(7) provides the Board shall mail a written notice to at least one of the record owners of the parcel or parcels stating its intent in adopting the resolution, the proposed date of adoption, and the basis for the complaint relative to each parcel identified in the resolution. The notice shall be sent by certified mail to the last known tax-mailing address of at least one of the record owners and shall be postmarked at least seven calendar days before the board of education adopts the resolution.

THEREFORE, IT IS RESOLVED, by the Board of the Jackson Local School District that the following property qualifies for an original complaint as it sold, according to the Stark County Records for \$5,835,000 and the County's tax year 2023 value is \$5,364,100 for 2023 and was only \$1,014,300 at the time of sale:

BE IT FURTHER RESOLVED, that the Board, through its counsel, has provided written notice to at least one of the record owners of the parcels identified herein in accordance with the statutory requirements.

BE IT FURTHER RESOLVED, that the Board desires to proceed with the filing of an original complaint for the property more fully described on Exhibit A and authorizes its legal counsel, Park Street Law Group, LLC, to file said complaint with the Stark County Board of Revision and to take any action necessary to defend the complaint including but not limited to participating in the Board of Revision proceedings and any further appeal.

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

- 24.39 Moved by Jones, seconded by Winkhart, to approve the Settlement Agreement with Open Government Advocates regarding their suit alleging violations of notification procedures as well as the sufficiency of Board minutes, as presented.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this 29th day of February, 2024, by and between the Jackson Local School District Board of Education ("Board"), Christopher Goff, Tonya Wright, Scott Gindlesberger, Lia Jones, and Thomas Winkhart (the Board, Mr. Goff, Ms. Wright, Mr. Gindlesberger, Ms. Jones, and Mr. Winkhart collectively, "Respondents" – individually and in their official capacity), and Open Government Advocates c/o Brian Ames ("Relator") (Relator and Respondents collectively, the "Parties").

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 19, 2024

WHEREAS, Relator is a citizen of Ohio who filed a complaint in the Court of Common Pleas for Stark County, captioned State of Ohio ex rel. Open Government Advocates v. Jackson Local School District Board of Education, et al. (Case No. 2024-CV-00083), against the Respondents seeking a declaratory judgment and injunction alleging that, among other things, the Board failed to comply with Section 121.22 of the Ohio Revised Code in regard to meeting notification procedures as well as the sufficiency of the Board's meeting minutes (the "Litigation");

WHEREAS, Relator and Respondents for sound reasons and to avoid further costs, desire to resolve fully and finally Relator's claims and any and all differences and claims that might otherwise arise out of the facts and circumstances alleged in the Litigation, without making an admission of liability on the part of any Party, which liability is expressly denied; and

WHEREAS, the Board is a body politic and corporate, capable of suing and being sued, contracting and being contracted with pursuant to Ohio Revised Code § 3313.17.

NOW, THEREFORE, in and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. **Payment**. In consideration for the promises Relator has made in this Agreement, the Board agrees to cause payment to be made to Relator in the total amount of Three Thousand Eight Hundred Fifty Dollars and Zero Cents (\$3,850.00) (the "Settlement Payment"), in full and final satisfaction of the Litigation and any and all claims asserted by Relator, including but not limited to any other allegations, claims and defenses whether known or unknown that could have been asserted by Relator, arising out of the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement. The Settlement Payment shall be made payable to "Barron and Peck Law Firm" and mailed to 3074 Madison Rd, Cincinnati, OH 45209 within twenty-one (21) days of the School Board approving the fully executed Agreement. No interest shall accrue as to any aspect of this Settlement Payment, except in the event of material default.
2. **Taxes**. The Board or its insurer may issue a Form 1099 for the Settlement Payment made hereunder in accordance with applicable Internal Revenue Code and Internal Revenue Service requirements. Relator acknowledges and agrees to assume full responsibility for the payment of any federal, state and/or local taxes, including any penalties or interest that may be owed by Relator or Relator's counsel by virtue of Relator's receipt of the payment provided for herein and Relator agrees to hold harmless, indemnify, and save Respondents and their insurer from payments of any applicable federal, state, or local taxes, penalties or interest for which Respondents might become liable by virtue of Relator and/or Relator's counsel's failure to pay same. Relator further agrees and acknowledges that Respondents, the attorneys for Respondents, and Respondents' insurer have not made any representations concerning the ultimate tax treatment of the funds paid hereunder, and Relator will rely upon the advice of his own attorneys and tax professionals with respect thereto. Respondents and/or their insurer also reserve the right to file any forms and statements as may be required by law with the Internal Revenue Service and any other state or local taxing agency or other governmental agency.
3. **Court Costs and Attorneys' Fees**. Except for the Settlement Payment detailed in Paragraph 1 above, the Parties are responsible for and will bear their respective

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 19, 2024

attorneys' fees in connection with the Litigation. Respondents shall be responsible for and pay all court costs.

4. **Additional Commitments by the Board**. All current Board members agree to complete the Ohio Auditor's three (3) hour training (found at <https://ohioauditor.gov/trainings/publicrecords.html>) within ninety (90) days following the Parties' execution of the agreement.
5. **Dismissal of Litigation**. Within three (3) business days of Relator's receipt of the Settlement Payment, Relator shall file a Voluntary Dismissal with Prejudice with the court pertaining to the Litigation. At that point, the Litigation shall be deemed settled, and Relator shall discontinue all claims regarding, relating to, or arising out of the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement, and shall discontinue all public records requests and any other claims arising from the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement.
6. **Release of Claims**. By this Agreement, Relator on behalf of Open Government Advocates and for himself and for its/his heirs, personal representatives, assigns, successors, attorneys, and agents, hereby forever releases, holds harmless, discharges and acquits Respondents and their respective predecessors, successors, administrators, assigns, insurers, reinsurers, agents, employees, officers, directors, board members, and attorneys from any and all claims and demands, past, present or future, known or unknown, and all manner of action and actions, causes of action, suits, administrative proceedings, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, executions, warranties, claims and demands whatsoever, in law or in equity, that Relator ever had or now has or in the future may have by reason of any and all claims that were actually asserted, or that might have been asserted or could have been asserted, by it/him in connection with the facts and circumstances alleged in the Litigation, including, but not limited to, all claims for public records requests, claims arising under R.C. 121.22, et. seq. and R.C. 149.43, et. seq., any and all claims for spoliation, payments (statutory or otherwise), interest, lost profits, consequential damages, attorneys' fees, and punitive damages.

It is the intention of the Parties that this Agreement shall be a full, complete and final release settling all disputes arising from or relating to the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement, and severing all relationships, rights, liabilities, obligations and duties of Respondents with respect to Relator regarding all claims, demands, actions, obligations, damages, costs, liens, causes of action and/or liabilities of any kind or nature whatsoever whether known or unknown, direct or indirect, foreseen or unforeseen, which have been raised or could have been raised in connection with all claims and allegations arising from or relating to the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement, except as expressly excluded or reserved herein.

The Parties acknowledge that they might hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the released claims, and they expressly agree to assume the risk of possible discovery

of additional or different facts, and further agree that the Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts.

7. **No Admission of Wrongdoing**. It is agreed and understood by the Parties that the execution of this Agreement by any Party does not constitute an admission of any fault or liability whatsoever by any of the Parties hereto with respect to any of the claims that were made or could have been made in connection with the Litigation.

Except for the limited purpose of enforcing the Parties' contractual rights and obligations under this Agreement, this Agreement, and any negotiations or proceedings relating to it, shall not be described as, construed as, used, offered or received against any Party as an admission, or as evidence of an admission: (a) of the merits or lack thereof of the claims or defenses asserted by either Party; (b) of any liability, negligence, fault, breach of duty, wrongful act, misrepresentation or omission, violation of any law or statute of any jurisdiction, or wrongdoing of or by either Party; or (c) that either Party or any other person or entity has in fact suffered any damage, or that either Party is liable to the other or to any person or entity for any reason. This Agreement merely constitutes a compromise and settlement of disputed claims.

Pursuant to Ohio Rule of Evidence 408 and any similar provisions under the laws of any state, neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Agreement.

8. **Interpretation**. The Parties agree that they have fully negotiated the terms of this Agreement and that its terms, provisions, and conditions shall not be interpreted or construed against either Party.
9. **Governing Law; Jurisdiction**. This Agreement may only be enforced in the Stark County Court of Common Pleas in Ohio. In addition, this Agreement shall only be construed according to the laws of the State of Ohio.
10. **Effect of Agreement**. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that is instituted, prosecuted or attempted in breach of this Agreement. In the event of any litigation, including any appeals, in connection with the breach, enforcement, or interpretation of this Agreement, including, without limitation, any action seeking declaratory relief, equitable relief, injunctive relief, or any other action at law for damages, the prevailing party shall recover all reasonable attorney fees and costs incurred in connection therewith.
11. **Waiver**. The failure or delay of any Party in exercising their rights under this Agreement in any instance shall not constitute a waiver or estoppel as to such rights in that, or any other, instance. Any Party shall not be deemed to have waived any rights under this Agreement except by a writing signed by that Party.
12. **Validity**. If any provision or portion of a provision of this Agreement is declared null and void or unenforceable by a court or tribunal having jurisdiction, the validity of the remaining parts, terms, or provisions of the Agreement shall not be affected thereby and such illegal or invalid part, term, or provision shall be deemed not to be part of the Agreement.
13. **Entire Agreement**. This Agreement sets forth the entire agreement and

understanding between the Parties and supersedes any prior oral or written agreements or understandings between them regarding its subject matter. The Parties acknowledge that they have not relied on any promises, or agreements of any kind made to the other in connection with their respective decisions to make this Agreement, except for those set forth in this Agreement.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS PROVISIONS. THEY FURTHER ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOOSING AND DECLARE AND ACKNOWLEDGE THAT NO PROMISES OR AGREEMENTS NOT HEREBY EXPRESSED OR CONTAINED HEREIN HAVE BEEN MADE TO THEM, AND THAT THIS AGREEMENT CONTAINS THE ENTIRE

AGREEMENT BETWEEN THE PARTIES. THE PARTIES FURTHER UNDERSTAND THAT ONCE THEY SIGN BELOW, THIS DOCUMENT WILL BECOME A LEGALLY ENFORCEABLE AGREEMENT UNDER WHICH THEY WILL BE GIVING UP RIGHTS AND CLAIMS THEY MAY HAVE, ON THE TERMS STATED IN THIS AGREEMENT. THE PARTIES AFFIRM THAT THEY ARE SIGNING THIS AGREEMENT OF THEIR OWN FREE AND VOLUNTARY WILL.

This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall constitute an original, but all of which taken together shall constitute only one Agreement.

IN WITNESS WHEREOF, the aforesaid Parties have caused this full and final Settlement Agreement and Release to be executed as of the day and year first above written.

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

- 24.40 Moved by Goff, seconded by Jones, to accept with appreciation a donation of 10,000 gloves, 1,000 N-95 masks and 10 respirators have been donated for use by the Clinical Health Program and the Buildings and Grounds department by US Acutecare Solutions, as presented.

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

- 24.41 Moved by Gindlesberger, seconded by Winkhart, to resolve to continue the policy that prohibits the enrollment of students from adjacent districts or other districts unless tuition is paid in accordance with section 3317.08 of the Revised Code, and further resolve to continue the intradistrict open enrollment policy allowing students to attend alternative schools in the district, as presented.

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

- 24.42 Moved by Jones, seconded by Gindlesberger, to approve the following field trips per their tentative schedules, as presented.

Clinical Healthcare and Cisco students will travel to the Skills USA championships in Columbus, OH on April 9-10, 2024. The trip cost will be supplemented by the Skills USA Club. CTE Teachers will chaperone.

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 19, 2024

The JHS Boys JV Volleyball team will travel to a tournament at Centerville High School in Centerville Ohio on April 26-27, 2024. The trip cost will be supplemented by the Boys Volleyball Boosters. Coaches will chaperone.

The High School Boys and Girls Cross Country teams, along with coach Kevin Walsh, middle school and high school cross country staff and parent volunteers, will travel to Camp Wakonda in Sherrodsville, OH for cross country camp on July 30 - August 4, 2024. The trip cost is supplemented by the students and the Cross Country Boosters.

The High School Sophomore JAGS students will travel to Belize on February 12-17, 2025. JAGS faculty will chaperone. The trip will be funded by the students, parents and fundraising.

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

- 24.43 Moved by Winkhart, seconded by Gindlesberger, to grant the request for Child Care Leave for the 2024-2025 school year, as presented.

Blossom Ferguson – JHS Teacher

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

- 24.44 Moved by Winkhart, seconded by Goff, to accept the following retirements and resignations, as presented.

Nicole Manusakis - Resignation, Little Cub Tutor, effective March 9, 2024.

Michele Monigold - Retirement, Band Director, effective end of the 2023-2024 contract year.

Pauline Tentler - Retirement, Secretary, effective end of the 2023-2024 contract year.

Jim Williamson - Resignation, Ski Club Advisor, effective immediately for the 2023-2024 school year.

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

- 24.45 Moved by Goff, seconded by Jones, to adopt the following resolution, as presented.

**Employment Resolution for Supplemental Contracts
(Non-Teaching Staff)**

WHEREAS, the Board has posted the position(s) listed below as being available to employees of the District who hold teaching licenses or certificates, and no such employee who is qualified to fill the position has applied for, been offered and accepted such position; and

WHEREAS, this Board then advertised the above position(s) as being available to any individual with such a license or certificate who is qualified to fill it and who is not employed by the Board and no such person who is qualified to fill the position has applied for, been offered and accepted such position; and

BE IT RESOLVED, that the following non-licensed, non-certified person(s) be employed for a one-year personal service contract as indicated pending completion of all legal requirements.

BE IT FURTHER RESOLVED, to non-renew the personal service contract(s) at the conclusion of the 2023-2024 contract year of the following personnel as recommended by the Superintendent and direct

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- March 19, 2024

the Treasurer to advise them by letter of the Board's intention to non-renew the contracts at the conclusion of the 2023-2024 contract year.

2023-2024

PUPIL ACTIVITY PROGRAM CONTRACTS

Kahle Wilcox Softball – Varsity Assistant Head Coach (.155)
Cameron Terner Track – Girls Assistant Coach (.115)

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

- 24.46 Moved by Gindlesberger, seconded by Goff, to employ the following classified personnel for the 2023/2024 contract year as recommended by the Local Superintendent; and to direct the Treasurer to send salary notices to these persons with salaries according to the adopted salary schedule or stipends and pending completion and return of all necessary documents including an acceptable B.C.I. record, where applicable:

Classified EmployeesContracted

Rebecca Weaver - Custodian

Substitutes

Nicholas Mack – Custodian

Student Stage Crew

Cameron Wilson

Caitlyn Graham

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

- F. The next board of education meeting is scheduled for Tuesday, April 23, 2024, at 5:00 pm at Jackson High School.
- G. Mrs. Wright wanted to congratulate the 9 teams that participated in the St. Baldrick's event and mentioned that over \$179,000 was raised between districts.
- H. During the second hearing of visitors, no one wished to address the board.

- 24.47 Moved by Gindlesberger, seconded by Goff, to adjourn the meeting at 5:43 pm.

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


President


Treasurer

