

MINUTES- JACKSON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION- April 23, 2024

- A. The Regular meeting of the Jackson Local School District Board of Education was held, Tuesday, April 23, 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.

24.48 Moved by Jones, seconded by Goff, to approve the minutes of the March 19, 2024 Regular meeting, as presented.

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

24.49 Moved by Gindlesberger, seconded by Goff, to accept the March 2024 financial statements, account modifications and appropriation changes, as presented.

	<i>FROM ACCOUNT</i>	<i>TO ACCOUNT</i>
AMOUNT	BUDGET KEY	BUDGET KEY
\$ 2,000.00	001222200000020-516	001222200000020-525
\$ 38,280.00	0012240000000960-423	0012240000000960-640
\$ 125.00	0012310000000310-439	0012310000000310-171
\$ 350.00	0012310000000310-439	0012310000000310-223
\$ 1,864.43	001251000000010-848	001250000000010-434
\$ 2,571.11	0012630000000000-443	0012690000000000-899
\$ 3,054.27	0012750000000000-423	0012750000000240-581
\$ 4,000.00	0012750000000000-423	0012720000000000-572
\$ 6,414.48	0012760000000000-429	0012760000000030-640
\$ 4,096.69	0012760000000000-429	0012760000000040-640
\$ 1,259.48	0012760000000000-429	0012760000000050-640
\$ 1,048.34	0012760000000000-429	0012760000000060-640
\$ 17.46	0012760000000000-429	0012760000000090-640
\$ 34,500.00	0012829000000070-582	0012829000000070-481
\$ 10,000.00	0015600000000000-620	0012932000000000-490
\$ 1,000.00	0015600000000000-620	0012932000000000-590
\$ 1,000.00	0035600000000000-620	0035600000000000-573
\$ 1,000.00	0079002294000020-490	0079002294000020-590
\$ 1,000.00	0189006219000060-510	0189006242100060-512
\$ 600.00	0189009111000090-511	0189009242100090-512
\$ 1,300.00	0199113111000190-490	0199113221300190-490
\$ 35,000.00	0705500000000070-620	0705200000000070-630
\$ 30,000.00	0705500000000070-620	0705300000000020-418
\$ 1,700.00	3009030413900030-410	3009030413900030-510
\$ 425.00	3009032276000020-490	3009032467000020-490
\$ 425.00	3009032467000020-640	3009032467000020-490
\$ 16,666.67	3009034750000020-930	3009034413000020-590
\$ 16,666.67	3009034413000020-890	3009034413000020-590
\$ 500.00	3009034413000020-640	3009034413000020-590
\$ 10,000.00	3009034413000020-640	3009034413000020-490
\$ 300.00	3009038467000020-490	3009038467000000-590
\$ 10,000.00	3009051413000020-590	3009051413000020-490
\$ 10,000.00	3009051413000020-890	3009051413000020-490

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ADVANCES		
BACK		
\$	11,926.68	524000000000240-920
\$	2,663.11	5510000000000510-920
\$	161,376.14	5720000000000720-920
\$	17,721.71	5840000000000840-920
\$	29,819.71	5900000000000900-920
\$	313,122.98	5160000000000160-920
ADVANCES		
IN		
No advances in for March month end		
INCREASE/DECREASE		BUDGET KEY-ACCOUNT
AMOUNT		XXXXXXXXXXXXXXXXXX
\$	324,839.95	0011230000000100-479
\$	6,483.99	0011133000000020-479
\$	161,000.00	00113370000000300-475
\$	59,000.00	0012152000000100-419
\$	78,418.57	0012181000000100-413
\$	9,835.58	0012182000000100-413
\$	49,378.22	00121300000000670-413
\$	15,021.76	0012932000000000-220
\$	18,942.30	0012960000000000-220
\$	1,281.27	0012932000000000-223
\$	1,615.67	0012960000000000-223
\$	1,391,729.23	0017410000000000-920
\$	40,000.00	0063110000000000-141
\$	250,000.00	0063120000000020-569
\$	160,000.00	0063120000000030-569
\$	60,000.00	0063120000000040-569
\$	80,000.00	0063120000000050-569
\$	80,000.00	0063120000000060-569
\$	100,000.00	0063120000000090-569
\$	30,000.00	0063190000000020-519
\$	40,000.00	0063190000000020-640
\$	20,000.00	0063190000000030-519
\$	40,000.00	0063190000000030-640
\$	800.00	0079006294000060-590
\$	2,000.00	0079999294000090-590
\$	10,000.00	0091130060000020-550
\$	1,400.00	0091316177000300-550
\$	6,000.00	0111314330000300-550
\$	10,000.00	0189034111000030-573

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\$	10,000.00		0199300112000190-511
\$	1,500.00		0220000276000020-490
\$	6,930.00		0220000459000020-490
\$	30.00		2009012431000020-891
\$	31,000.00		2009017433000020-891
\$	500.00		2009019439000020-891
\$	500.00		2009021439017020-891
\$	500.00		2009029459000020-891
\$	30,000.00		2009031461000020-891
\$	400.00		2009034463000020-891
\$	1,000.00		2009035468000020-891
\$	2,000.00		2009036468000030-891
\$	100.00		2009049411800020-891
\$	400.00		2009058435000020-891
\$	1,300.00		2009059411500020-891
\$	800.00		2009060439007020-891
\$	130.00		2009062411300020-891
\$	300.00		2009068414100020-891
\$	18,000.00		3000000451000020-590
\$	5,000.00		3000000451000020-890
\$	900.00		3009004413400020-640
\$	2,500.00		3009035113013020-411
\$	2,500.00		3009035113013020-590
\$	2,500.00		3009552455200020-590
\$	600.25		4679020213900670-419
\$	1,850.76		4679020221300670-111
\$	303.50		4679020221300670-210
\$	10,410.00		4679020221300670-490
\$	8,430.00		0220000459000020-R1610

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

- C. Board members reviewed the list of expenditures paid in March 2024, which totaled \$8,247,404.33
- D. During the first hearing of visitors, no one wished to address the Board.
- E. The following communications were presented to the Board:
- JHS Athletic Director, Jeff Kracker, recognized the JHS winter sports athletes, coaches, and teams.
 - Cheerleading, State Champions
 - Girls Basketball, District Champions, and Regional Runner-up
 - Boys Swimming, 5th in the State meet
 - Girls Swimming, 10th in the State meet.
 - Superintendent DiLoreto recognized Treasurer, Bryan Haas, and the Fiscal Team for receiving the Auditor of State Award for FY 2021, 2022, and 2023.

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- The Canton Regional Chamber of Commerce Business Advisory Council met on February 27, 2024, and March 26, 2024. Superintendent DiLoreto shared the agendas and minutes from those meetings.

Chamber Education Committee/Business Advisory Committee Meeting
February 27, 2024, 12:00 P.M. at Employers Health
Agenda

1. Welcome and Introductions

Chris Goff started the meeting by reiterating the announcement that Stark Education Partnership will be contracted by the Chamber to manage and carry out the CRCC Education Committee meetings. He also informed the committee that there was legislation passed that required all school districts to have business advisory councils that are subject to the same sunshine laws as public school board meetings. Going forward, John Richard will be alerting the media as to when and where the committee will be meeting, given these meetings will now be compliant with the statute that requires these BAC meetings to be open.

These meetings going forward will have hosts who will share information regarding their organization. Chris Goff then shared that Employers Health is a pharmacy benefit management collective. As such, the organization represents clients in their pharmacy benefit management purchases. Employers Health has been buying on behalf of their 350+ clients for 29 years. Their clients include varying businesses and organizations including health and warfare funds, trades, counties, cities, townships, school districts, university, and industry in the private sector.

2. Canton Regional Chamber of Commerce and Stark Education Partnership

John Richard from Stark Education Partnership assured the group that normally in these meetings, presentations, conversations, facilitations will be conducted within an hour; additional tours of host facilities may be carried out from 1-1:30.

John Richard introduced Christine Taylor, as she will be sharing facilitation of the committee with John dependent upon the meeting topic. Christine Taylor is Director of Business Relations at SEP. Her role is to build relationships with members of the business community who want to engage with school systems. SEP has 51 business partnerships and also partners with local universities in Stark County. The aim is to grow the number of businesses who engage with SEP, to provide experiences that benefit graduates to leave with meaningful career plans while also responding to the needs of employers who are suffering from workforce shortages.

The 22 school districts are under statutory requirements for Business Advisory Councils (BAC), and the ESC team submits a plan annually to the state to fulfill those requirements. The objectives of this committee are as follows:

- Advise, support, and empower educators re: employment skills

- Vision – business & education partnering to foster a well-prepared workforce, leading to economic development and improved quality of life in Stark County
- SEP Vision – to build generations for successful individuals who fulfill their career potential and grow roots in Stark County

3. Visioning Exercise

John described the vision of this Business Advisory Council as fostering a well-prepared workforce leading to improved economic development and quality of life in Stark County. As such, he wanted there to be common understanding among the committee regarding what needs to happen to make this vision possible and how best to measure that alignment. John asked attendees to split into groups and answer what needs to be addressed to help achieve these goals. The list of responses was as follows:

- Develop strong work ethic as a foundation for learning/work outcomes
- Strong foundational skills – read at high level and demonstrate math skills
- Exposure and awareness of what's available in Stark County so students know about careers here without having to leave
- More businesses in the county present and involved in BAC so everyone is on the same page and resources are aggregated into one-stop shop
- Continue doing business bus tours so educators know what's happening county-wide
- Connect students to all industry clusters to see what the work looks like
- Provide or connect students to internships/mentorship programs
- Soft skills prep/training
- Access to information regarding opportunities
- Think more regionally and work with neighboring counties to increase likelihood of students planting roots; avoid parochialism
- Encourage a well-educated populace beyond simply job-readiness to improve quality of life
- Incorporate arts into educational priorities
- Encourage good health – physical, mental, social, financial well-being

4. Goals and Metrics

To be developed in future meetings

5. Future 2024 Meetings

Fourth Tuesday of the month from noon-1:00

(may extend to 1:30 with added tours/info regarding host)

March 26

April 23

May 28

June and July - No Meetings

August 27

September 24

October 22

November 26 (week of Thanksgiving)

December – No Meeting

6. Once Around 30-Second Announcements

7. Adjourn at 1:03

Ed Committee Minutes

March 26, 2024

Location Host: Aultman College: 2600 6th St. SW Canton, OH 44710

Facilitators: Dr. John Richard and Christine Taylor

1. Welcome and Introductions

Chair, Chris Goff, opened the meeting by introducing new members Matt Ziders, Jackson High School Principal, and Craig Brown, Canton Chamber of Commerce Vice President of Workforce and Economic Development. Mr. Brown shared his professional background within workforce development and academia.

2. Aultman College Presentation

Dr. Brock Reiman, Vice President of Academic Affairs presented information on available programs and majors at Aultman College. Aultman College shares a site with Aultman Hospital allowing students unique opportunities for authentic learning in their field and daily interaction with hospital staff. The college has a secondary partnership with Summa Health. These partnerships yield a 100% post-graduation employment rate with 60-70% of students retaining employment at Aultman College, and 30% gaining employment throughout northeastern Ohio.

Mr. Goff asked a follow-up question regarding whether there are associate and bachelor's degrees. And Dr. Reiman confirmed that there were options for both in various career pathways.

3. Review of Ed Committee Vision and Plan for Moving Forward

Dr. John Richard re-emphasized the vision for the group: *Business and Education partnering will help foster a well-prepared workforce that contributes to the economic development and improved quality of life throughout the Stark County area.*

John recapped the previous meeting's work in brainstorming ways that we could take the group's objectives into actionable items. Our "Then" statements included within the vision are:

- Well Prepared Workforce
- Economic Development
- Improved Quality of Life

The two goals of the conversation included developing future topics of discussion and identifying a few coordinated action steps that may be monitored through metrics. Also, individual group members may act independently in their professional spheres to support these goals.

4. Group Discussion of "If/Then" Brainstorm/ Identifying Action Steps for Current Year

Christine Taylor led the discussion of the group's prior brainstorming with the following action items identified for consideration:

- Identifying needs & desires of business owners regarding certificates & credentials

- Bus tours for educators, along with credits for license renewal
- Surveying employers about skills of recent hires from Stark County schools
- Engaged with legislators and coordinated with Chamber and other education organizations
- Canton for All People – ask Don Ackerman to present to the group

5. Closing Remarks

Dr. Richard closed the meeting reminding attendees of upcoming meeting dates (see below).

Chair Chris Goff thanked Aultman for hosting the meeting and invited the group to participate in a tour of Aultman College, led by Theresa Benzel.

Upcoming Meetings

April 23 at the Canton Regional Chamber of Commerce

May 28 at Strengthening Stark

No meetings in June & July

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

Spring Volunteers:

Alvin Altman - Boys Tennis

Joey Thomas – Boys Tennis

24.50 Moved by Goff, seconded by Winkhart, to adopt the following revised board policies, as presented.

- **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)**

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

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

- 24.51 Moved by Jones, seconded by Winkhart, declare an urgent necessity, waive competitive bidding, and ratify an agreement with Advanced Industrial Roofing for the JMMS Roofing Project, as presented.

**WAIVING COMPETITIVE BIDDING REQUIREMENTS BASED ON URGENT
NECESSITY AND APPROVING CONTRACTOR AGREEMENT**

The Superintendent recommends that the Board declare an urgent necessity, waive competitive bidding, and approve a contractor agreement for roof improvements at Jackson Memorial Middle School with Advanced Industrial Roofing, Inc. (“Advanced Industrial Roofing”).

Rationale:

1. The District has identified a need to improve portions of the roof at Jackson Memorial Middle School (the “Project”).
2. The work for the Project needs to be completed prior to the 2024/2025 school year and within the District’s budget so as to not negatively impact the District’s educational programs. Bidding the work will delay the Project completion, resulting in higher costs, and will not guarantee that lower bids will be received for the work, especially in light of increases in material costs. This situation presents an urgent necessity to complete the Project and for waiving competitive bidding to contract for the work.
3. Advanced Industrial Roofing is an experienced roofing contractor and has provided a proposal for the replacement of the roof in the amount of \$515,950 to complete the work, which amount is commensurate with the pricing Advanced Industrial Roofing provides to members of the Ohio Council of Education

Purchasing Consortia (OCEPC) through the Association of Education Purchasing Agencies (AEPA) national cooperative purchasing program.

4. Based on this urgent need, the Superintendent recommends waiving competitive bidding based upon the urgent necessity exception in ORC Section 3313.46, approving the proposal from Advanced Industrial Roofing, and authorizing an agreement with Advanced Industrial Roofing in an amount not to exceed \$515,950 (the "Contract Sum").
5. The Superintendent also requests authority for the Superintendent and Treasurer to enter change orders on behalf of the Board in a total amount not to exceed 10% of the Contract Sum. Change orders in excess of that aggregate amount will be brought to the Board for its approval.

The Board of Education resolves as follows:

1. Based upon the information provided and exercising the authority given in ORC 3313.46, the Board declares an urgent necessity and waives competitive bidding in order to move forward with the Project.
2. The Board approves the selection of Advanced Industrial Roofing to provide the work and authorizes the Superintendent and Treasurer to work with legal counsel to negotiate and execute a contract and any supporting documents with Advanced Industrial Roofing in an amount not to exceed \$515,950.
3. The Board grants authority for the Superintendent and Treasurer to enter change orders on behalf of the Board in a total amount not to exceed 10% of the Contract Sum. Change orders in excess of that aggregate amount will be brought to the Board for its approval.

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

- 24.52 Moved by Gindlesberger, seconded by Goff, to approve Sol Harris/Day Architecture to provide architectural and engineering services for renovations to create a new Clinical Health classroom and lab space at Jackson High School. Also authorize the Superintendent and Treasurer to place the required legal notice, solicit bids and carry out the bid process in accordance with state law, as presented.

**AUTHORIZING AN AGREEMENT WITH SOL HARRIS/DAY ARCHITECTURE, INC.
FOR DESIGN SERVICES FOR THE CLINICAL HEALTH CLASSROOM PROJECT**

The Superintendent recommends SoL Harris/Day Architecture, Inc. ("SoL Harris/Day") as the design professional who is most qualified to provide design services for the Clinical Health Classroom Project (the "Project") and requests authority to negotiate an agreement with SoL Harris/Day based upon its proposal and to execute the agreement at the satisfactory conclusion of negotiations.

Rationale:

1. The District identified a need for design services for the Project.

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2. The Project requires design and construction administration services from a professional design firm as defined by ORC 153.65(C), which are estimated to be between \$25,000 and \$50,000.
3. The Board has established a file with current qualifications for design professionals, as permitted by ORC Section 153.66, and ORC Section 153.71(B)(2), which permits the selection of a design firm based upon qualifications included in that file when the compensation for services will be between \$25,000 and \$50,000 for a project.
4. SoL Harris/Day has current qualifications on file with the Board and has submitted a proposal to perform the services for the Project in the amount of \$32,500.
5. The Superintendent recommends selection of SoL Harris/Day as the most qualified firm to perform design and construction administration services for the Project and requests authority to negotiate and execute an agreement with SoL Harris/Day for the Project in an amount not to exceed \$32,500.

The Board of Education resolves as follows:

1. Board selects SoL Harris/Day as the most qualified firm to perform design and construction administration services for the Project and authorizes the Superintendent and Treasurer, working with legal counsel, to negotiate and execute an agreement with SoL Harris/Day for the Project in an amount not to exceed \$32,500
2. The Board authorizes the Superintendent and Treasurer to sign any other documents necessary to effectuate the intent of this resolution.

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

24.53 Moved by Jones, seconded by Goff, to approve the sidewalk and sewer access easements on a parcel neighboring Amherst Elementary, as presented.

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT, entered into at Canton, Ohio this 23rd day of April, 2024, by and between JACKSON TOWNSHIP BOARD OF EDUCATION, hereinafter referred to as "JACKSON" and W. ALLEN CRAWFORD, hereinafter referred to as "CRAWFORD".

WITNESSETH:

WHEREAS, JACKSON is the owner of property located in Jackson Township, Stark County, Ohio and more particularly described on Exhibit "A" which is attached hereto and specifically incorporated herein, hereinafter referred to as ("JACKSON/EASEMENT PARCEL"); and

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WHEREAS, CRAWFORD is the owner of an approximate 1.923 acre parcel located in Jackson Township, Stark County, Ohio, adjacent to the JACKSON/EASEMENT PARCEL, and more particularly described on Exhibit "B" which is attached hereto and specifically incorporated herein, hereinafter referred to as ("CRAWFORD PARCEL"); and

WHEREAS, JACKSON desires to grant to CRAWFORD a non-exclusive easement and right of way upon and across the JACKSON/EASEMENT PARCEL for the benefit of the CRAWFORD PARCEL.

NOW, THEREFORE, in consideration of One Dollar and other valuable consideration (\$1.00 & OVC) the receipt of which is hereby acknowledged, JACKSON grants unto CRAWFORD a non-exclusive easement and right of way over the JACKSON/EASEMENT PARCEL, which easement area is specifically depicted on the survey, which is attached hereto as Exhibit "C", and is specifically incorporated herein, for the benefit of the CRAWFORD PARCEL, sometimes additionally referred to as ("EASEMENT AREA").

To have and to hold unto CRAWFORD, the EASEMENT AREA and right-of-way as appurtenant to the CRAWFORD PARCEL for the use and benefit of the CRAWFORD PARCEL, his heirs, successors, assigns, agents, tenants, visitors, and all persons using the same for the benefit of any of them for the purpose of installing a sanitary sewer line and to place, construct, operate, repair, maintain, rebuild, replace, relocate, and remove the same within the EASEMENT AREA..

The parties agree that the EASEMENT AREA and all structures within such area shall be maintained in good condition.

Repairs and maintenance of all structures installed or placed in the EASEMENT AREA by CRAWFORD or for the benefit of the CRAWFORD PARCEL shall be the responsibility of and at the sole cost and expense of CRAWFORD.

JACKSON hereby retains, reserves, and shall continue to enjoy the use of the surface of the JACKSON/EASEMENT PARCEL for any and all purposes that do not interfere with and prevent use by the CRAWFORD PARCEL of the EASEMENT AREA.

STATE OF OHIO)

Exhibit "A"

March 21, 2024

DESCRIPTION OF A SANITARY SEWER EASEMENT

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Situated in the State of Ohio, County of Stark, Township of Jackson (T-11, R-9) and being part of the Northwest Quarter of Section 32 and being over lands now or formerly owned by Board of Education of Jackson Township (Deed Volume 3224, Page 307) and being more particularly described as follows:

Beginning at point at the northeast corner of Lot 21 of Amherst Heights No. 7 (Plat Book 35, Page 134) and the True Place of Beginning Of the herein described easement;

1. thence N 02°04'36" E, along the east line of said Amherst Heights No. 7 (also being the east line of Margaret Street N.W. and the east line of lot 210 of said Amherst Heights No. 7), a distance of 130.00 feet to a point;

2. Thence S 87°54'45"E, across the lands of the Board of Education, a distance of 13.00 feet to a point;

3. Thence S 02°04'36" W, along lands now or formerly owned by W. Allen Crawford (Official Record 1999014113) and the west line of Goodyear Avenue N.W. of Amherst Heights No. 8 (Plat Book 56, Page 82), a distance of 130.00 feet to a point;

4. thence N 87°54'45" W, across the lands of the Board of Education, a distance of 13.00 feet to a point and True Place of Beginning of the herein described easement.

This easement is over 0.039 acres of the Board of Education of Jackson Township and is intended for the installation and maintenance of sanitary sewer appurtenances.

Exhibit "B" CRAWFORD PARCEL

DESCRIPTION of A 1.923 ACRES PARCEL

Situated in the State of Ohio, County of Stark, Township of Jackson (T-11, R-9) and being part of the Northwest Quarter of Section 32 of said Jackson Township and being part of the lands now or formerly owned by W. Allen Crawford (O.R.- 1999014113, all of Tract and all of parcel 1619782), and being more particularly described as follows:

Beginning at a Standard County Monument found (JAC140) at the northeast corner of said Northwest Quarter Section 32; thence S 02°00'08" W, along the east line of said quarter section and the centerline of Amherst Avenue Northwest, a distance of 846.56 feet to a point; thence N 88°05' 10" W, along the lands now or formerly owned by Jackson LSD (D.V. 2965, Page 114), a distance of 653.60 feet (and passing over a 3/4" steel rod with a Deibel cap set at a distance of 30.00 feet) to a 3/4" steel rod with a Deibel cap set and the True Place of Beginning of the herein described parcel;

1. Thence S 02°00'08" W, along a line dividing Tract and Tract #3 of W. Allen Crawford (O.R. 1999014113), a distance of 200.00 feet to a 3/4" steel rod with a Deibel cap set;

2. Thence N 88°05' 11" W, along the north line of Amherst Heights No. 8 (P.B. 56, Page 82), a distance of 419.01 feet to a 5/8" steel rod found at the northwest corner of said Amherst Heights No. 8;

3. Thence N 02°04'36" E, along the lands now or formerly owned by the Board of Education of Jackson Township (D.V. 3586, Page 703), a distance of 200.00 feet to a 3/4" steel rod with a Deibel cap set;

4. Thence S 88 °05' 10" E, along the lands now or formerly owned by Jackson LSD (D.V. 2965, Page 114), a distance of 418.75 feet to a 3/4" steel rod with a Deibel cap set and The Trge mace of beginning of the herein described parcel.

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is entered into and made _____ effective as of 2024, by and between ALLEN CRAWFORD, aka W. ALLEN CRAWFORD, a _____ man (hereinafter referred to as "Grantor"), and BOARD OF EDUCATION OF JACKSON TOWNSHIP LOCAL SCHOOL DISTRICT, STARK COUNTY, OHIO (hereinafter referred to as "Grantee"). Grantor and Grantee may be collectively referred to herein as the "Parties" and each individually as a "Party."

RECITALS:

WHEREAS, Grantor is the owner of a parcel of land, containing approximately 0.15 acres, more or less, situated in the Township of Jackson, County of Stark, and State of Ohio, being identified as Stark County Parcel No. 1619782, as described further in Exhibit "A" attached hereto and made a part hereof ("Grantor Property"); and

WHEREAS, The Grantor Property is adjacent to property owned by the Grantee, containing approximately 17.58 acres, more or less, situated in the Township of Jackson, County of Stark, and State of Ohio, being identified as Stark County Parcel No. 1680029, as described further in Exhibit "B" attached hereto and made a part hereof ("Grantee Property"); and

WHEREAS, there is currently a pedestrian walkway (the "Pathway") located on the Grantor Property that services the Grantee Property; and

WHEREAS, Grantee has requested, and Grantor has agreed to convey to the Grantee, an easement for the benefit of Grantee Property for ingress and egress to the Grantee Property over a portion of the Grantor Property, for the exclusive purpose of accessing, maintaining, and repairing the Pathway, in the location and subject to the terms, all as hereinafter set forth; and

WHEREAS, the Parties desire to formalize in this Agreement the Parties' respective obligations for inspection, repair, maintenance and replacement of the easement area, as further described in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully re-written herein.

2. Grant of Access Easement. Grantor hereby gives, grants, conveys, extends and confers unto the Grantee, its successors and assigns, the non-exclusive, perpetual right, privilege and easement, appurtenant to and running with and for the benefit of the Grantee Property, over and across the Pathway, running along the the length of the Grantor Property ("Access Easement Area") for the purpose of pedestrian ingress and egress to and from the

Grantee Property ("Access Easement") and for no other purpose or purposes whatsoever. The Access Easement Area shall be used jointly with Grantor and shall only be used by Grantee, and Grantee's successors, assigns, and invitees, to service Grantee's Property as described herein.

3. Grantor Reservation of Rights. Notwithstanding anything to the contrary contained herein, Grantor reserves the right to continue to use, and to permit others to use, any surface or subsurface areas within the Access Easement Area, as long as said use does not unreasonably interfere with Grantee's use of the Access Easement Area. Additionally, the Parties acknowledge and agree that, should Grantor combine the Grantor Parcel with other parcels adjacent to the Grantor Parcel and construct a driveway on a portion of the Grantor Parcel, Grantor shall be permitted to do so, provided that the remaining portion of the Grantor Parcel after the construction of the driveway shall still be subject to the terms and conditions of this Agreement.

4. Mutual Indemnification. Grantee shall indemnify, save, hold harmless, and defend Grantor, his heirs and assigns, from and against any actual or alleged loss, damage, liability, or expense, including reasonable legal fees, because of any injury to person or property caused by any act or omission of Grantee, its agents, guests, lessees, invitees, successors, assigns, contractors, or any other person in connection with Grantee's use of the Access Easement Area.

Grantor shall indemnify, save, hold harmless, and defend Grantee, its successors and assigns, from and against any actual or alleged loss, damage, liability, or expense, including reasonable legal fees, because of any injury to person or property caused by any act or omission of Grantor, his agents, guests, lessees, invitees, heirs, assigns, contractors, or any other person in connection with Grantor's use of the Access Easement Area.

5. Obstruction. Grantee and Grantor, and for themselves and their respective heirs, successors and/or assigns, agree not to unreasonably obstruct the aforesaid Access Easement Area in any manner whatsoever, or otherwise permit and/or authorize the unreasonable obstruction thereof.

6. Maintenance Inspection and Repair. Grantee shall be solely responsible for the cost and expense of maintaining and repairing the Access Easement Area, unless said maintenance and/or repair is directly caused by the actions of one of

the Parties or that Party's heirs, successors, assigns, employees, invitees and the like, in which case said Party shall be solely responsible for such cost and expense.

7. Agreement Runs with the Land. The provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor, Grantee and their respective heirs, successors and assigns.

8. Matters of Record. The easement rights granted herein are subject to any and all easements, rights-of-way, conditions, restrictions, leases, reservations, mortgages and other matters of record and shall be subordinated to such interests and matters of record.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

10. Modification and Cancellation. This Agreement may be modified or cancelled only by mutual agreement of all of the Parties as set forth in a written document and which shall be effective upon recording.

11. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby; the remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included.

12. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Ohio.

13. Entire Agreement. This Agreement and the exhibits attached hereto set forth the entire agreement between the Parties governing the properties subject to this Agreement. There are no statements, promises, representations or understandings, oral or written, not herein expressed.

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

- 24.54 Moved by Gindlesberger, seconded by Winkhart, to approve the proposal from Vasco Sports Contractors to install two (2) new artificial turf fields at Jackson High School. The first will be a multi-sport practice field located to the south and the other will be a game field inside the soccer/track stadium. The cost of the project is \$1,901,780 and it is scheduled for completion by August 23, 2024. This will be paid from the Capital Projects Fund, as presented.

WAIVING COMPETITIVE BIDDING AND AUTHORIZING CONTRACT WITH VASCO ASPHALT COMPANY DBA VASCO SPORTS CONTRACTORS FOR THE SOCCER STADIUM AND PRACTICE FIELD TURF PROJECT BASED ON AN URGENT NECESSITY

The Superintendent recommends that the Board waive competitive bidding based upon urgent necessity and authorize a contract with Vasco Asphalt Company dba Vasco Sports Contractors (“Vasco”) for the Soccer Stadium and Practice Field Turf Project (“Project”). The Superintendent requests authority for the Superintendent and Treasurer to negotiate and execute an agreement with Vasco for the work on the Project.

Rationale:

1. The Board has identified a need for the Project.
2. The work for the Project needs to be completed as soon as possible and within the District’s budget before the start of the 2024-2025 school year as to not impact the District’s educational programs. Bidding the work will delay the Project completion, could result in higher costs, and will not guarantee that lower bids will be received for the work, especially in light of the material shortages and increased costs stemming from the COVID-19 pandemic and other global factors. Accordingly, this situation presents an urgent necessity under R.C. § 3313.46.
3. Vasco is an experienced turf contractor and has provided a proposal for the Project in the amount of \$1,901,780 (“Contract Sum”).
4. Vasco’s proposal was the lowest of the three proposals received by the District for the Project.
5. The Superintendent recommends Vasco as being the contractor in the best interest of the District and requests authority for the Superintendent and Treasurer to negotiate and execute a contract and any supporting documents with Vasco in an amount not-to-exceed Contract Sum.
6. The Superintendent also request authority for the Superintendent and Treasurer to enter into change orders on behalf of the Board in a total amount not-to-exceed 10% of the Contract Sum with Vasco; change orders in excess of that amount will be brought to the Board for its approval.

The Board resolves as follows:

1. Based upon the information provided and exercising the authority given in R.C. § 3313.46, the Board declares an urgent necessity, approves the selection of Vasco to provide the work, authorizes the Superintendent and Treasurer to work with legal counsel to negotiate and execute a contract and any supporting documents with Vasco in an amount not-to-exceed \$1,901,780, and authorizes the Superintendent and Treasurer to execute any other documents necessary to effectuate the intent of this resolution.
2. The Board further authorizes the Superintendent and Treasurer to execute change orders related to the Project in a total amount not-to-exceed 10% of the Contract Sum. If a change order exceeds this amount individually or in the aggregate, the change order will be brought to the Board for approval prior to the work being performed.

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

- 24.55 Moved by Goff, seconded by Jones, to accept with appreciation all donations received for the 3rd quarter of fiscal year 2024 (January 1, 2024 through March 31, 2024) and to accept the donation of a Rifton Pacer Gait Trainer and Rifton Hygiene and Toileting System donated to the Special Programs Department by the Austin family, with a total estimated value of \$2,685.00, as presented.

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

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- 24.56 Moved by Winkhart, seconded by Jones, approve the academic fees for the 2024-2025 school year for the four Elementary buildings, Jackson Memorial Middle School and Jackson High School, as presented.

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

- 24.57 Moved by Winkhart, seconded by Goff, to approve the following field trips per their tentative schedules, as presented.

JMMS Power of the Pen students will travel to Ashland University on May 16-17, 2024 to compete in the State Tournament. Heidi Wilhelm, JMMS Teacher and Power of the Pen coach will chaperone. Parents will transport their students. The trip will be funded by the PATT.

JHS Spanish students will travel to Quito, Ecuador, and the Galapagos Islands on November 22-30, 2025. The trip cost will be funded by the students and parents.

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

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

Elizabeth Hopkins – JHS Teacher

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

- 24.59 Moved by Jones, seconded by Gindlesberger, to accept the following retirements and resignations, as presented.

Retirements

Susanne Ainscough - Retirement, Bus Monitor/Monitor, effective end of the 2023-2024 contract year.

Susan Kramarich - Retirement, Secretary, effective end of the 2023-2024 contract year.

Jimmie Singleton - Retirement, Bus Driver, end of the 2023-2024 contract year.

Janet Thompson - Retirement, Technology Director, effective June 30, 2024.

Cheryl Young - Retirement, Bus Driver, effective end of the 2023-2024 contract year.

Resignations

Zachary Michel - Resignation, Teacher, effective end of the 2023-2024 contract year.

Alexandra Robinson - Resignation, Teacher, effective end of the 2023-2024 contract year.

Christopher Tracy - Resignation, Counselor, effective end of the 2023-2024 contract year.

Heidi Wilhelm - Resignation, Teacher, effective end of the 2023-2024 contract year.

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

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

- 24.60 Moved by Goff, seconded by Winkhart, to adopt the following resolution to authorize the Employment of Non- Degreed Substitute Teachers, as presented.

Resolution to Authorize the Employment of Non-Degreed Substitute Teachers

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WHEREAS, the Ohio Revised Code 3319.102 provides that school districts may employ substitute teachers who do not hold a post-secondary degree under certain conditions; and

WHEREAS, there is a need within the Jackson Local School District to expand the pool of eligible substitute teachers to ensure the continuity of educational services; and

WHEREAS, the Board recognizes the importance of maintaining high standards in the education and supervision provided by all faculty members, including substitute teachers;

NOW, THEREFORE, BE IT RESOLVED, that the Jackson Local School District Board of Education eLective April 1, 2024 hereby authorizes the employment of substitute teachers who do not hold a post-secondary degree, provided that:

1. Character and Standards: Each candidate must demonstrate good moral character and align with the educational standards and values of the Jackson Local School District.
2. District Educational Requirements: Each candidate must meet the specific educational requirements set forth by the district, which shall be clearly defined and designed to ensure the capability and competence to manage classroom activities and instruction.
3. Background Checks: Each candidate must undergo and pass a comprehensive background check to ensure the safety and well-being of all students.

BE IT FURTHER RESOLVED, that the Superintendent or their designee is tasked with the implementation of this resolution and ensuring that all procedures and policies adopted herein are in full compliance with applicable laws and regulations.

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

- 24.61 Moved by Winkhart, seconded by Jones, to employ the following certified and 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:

Certified Employees

Long Term Substitute

Samuel Darrin - JHS

Certified Supplemental Contracts

David Gleason – Marching Band Head Director .25

Michael Coon – Basketball Head Girls Coach .25

Classified Employees

Contracted

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Melinda Evans - Food Service, Strausser
David Neal - Custodian, JMMS
Lori Ann Pulley - Food Service, Strausser

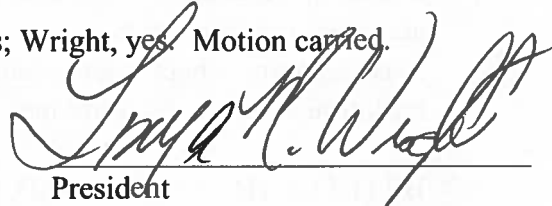
Substitutes

Jeff Fostyk - Bus Driver trainee, Transportation
Jennifer Huston - Cook's Helper, Food Service
Morgan Lambos - Cook's Helper, Food Service
Erica Miller - Cook's Helper, Food Service
Lindsey Reid - Library Tech, Elementary

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

- F. The next board of education meeting is scheduled for Tuesday, May 21, 2024, at 5:00 pm at Jackson High School.
- G. Mr. Goff was honored with the Good Scout award earlier today. Mr. Gindlesberger wanted to recognize him for that award.
- H. During the second hearing of visitors, no one wished to address the board.
- 24.62 Moved by Goff, seconded by Winkhart, to adjourn the meeting at 5:39 pm.

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



President



Treasurer