

**Manchester High School**

**August 12, 2009**

The Manchester Local School District Board of Education meets in regular session on Wednesday, August 12, 2009 at 6:30 p.m. at Manchester High School. Mr. Richard Foster, Board President presides over the meeting.

**245-09 Call to Order, Moment of Silence and Pledge of Allegiance**

Mr. Roy Cooper, present; Mr. Richard Foster, present; Mr. Terry Himes, present; Ms. Fredricka Jenkins, present; Mrs. Kathleen Stacy, present.

A Moment of Silence is observed followed by the Pledge of Allegiance led by Mr. Roy Carpenter and Mr. Roy Cooper.

**246-09 Resolution to Approve Agenda**

The Board approves the agenda as presented.

Motion: Mr. Himes

Second: Mr. Cooper

Roll Call: Mr. Foster, yes; Mr. Himes, yes; Ms. Jenkins, yes; Mrs. Stacy, yes; Mr. Cooper, yes.

The President declares the motion carried.

**247-09 Reports & Recognition of Visitors**

1. Superintendent's Report  
Mr. Robert Ralstin discusses state test results, credit flexibility, state model policies, special education procedures, teacher academy (August 17<sup>th</sup> – 21<sup>st</sup>), open house (August 20<sup>th</sup>), opening staff meeting (August 21<sup>st</sup>), first day of school (August 24<sup>th</sup>), CTC Advisory Committee Meeting (August 19<sup>th</sup>), Health Department's plan for H1N1, agriculture lab is finished, the Promethean boards have been installed in the High School and the bus garage will be moved to the old agriculture building.
2. Treasurer's Report  
Mrs. Karen Ballengee reports the State Auditor's are finished with the fiscal year 2009 audit.
3. Recognition of Visitors  
Mr. A. G. Lockhart discusses with the Board a conversation he had with a junior high teacher concerning the class scheduling and test results.

**248-09 Old Business**

**249-09 Resolution to Approve July 22, 2009 Board Meeting Minutes**

The Board hereby approves the regular board meeting minutes of July 22, 2009.

Motion: Mr. Cooper

Second: Ms. Jenkins

Roll Call: Mr. Himes, yes; Ms. Jenkins, yes; Mrs. Stacy, yes; Mr. Cooper, yes; Mr. Foster, yes.

The President declares the motion carried.

**250-09 Resolution to Accept Approved Grants**

The Board hereby accepts the following approved 2009-2010 grants:

21<sup>st</sup> Century Community Learning Center \$200,000

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Learn & Serve America

15,000

Motion: Mr. Cooper

Second: Mrs. Stacy

Roll Call: Ms. Jenkins, yes; Mrs. Stacy, yes; Mr. Cooper, yes; Mr. Foster, yes; Mr. Himes, yes.

The President declares the motion carried.

**251-09 Resolution to Approve SCOESC Service Contracts**

The Board hereby approves contracting with the South Central Ohio Educational Service Center for school psychology services and preschool handicapped services for the 2009-2010 school year.

Motion: Mrs. Stacy

Second: Mr. Himes

Roll Call: Mrs. Stacy, yes; Mr. Cooper, yes; Mr. Foster, yes; Mr. Himes, yes; Ms. Jenkins, yes.

The President declares the motion carried.

**252-09 Resolution to Approve the Sanitary Sewer Dedication, Service and Easement Agreement**

The Board hereby approves the following agreement:

**SANITARY SEWER DEDICATION, SERVICE, AND EASEMENT AGREEMENT**

This SANITARY SEWER DEDICATION, SERVICE, AND EASEMENT AGREEMENT (hereinafter referred to as this "Agreement") is made effective as of the 12<sup>th</sup> day of August, 2009 (the "Effective Date") by and between the Board of Education of the Manchester Local School District, located at 130 Wayne Frye Drive, Manchester, Ohio, 45144 (the "District") and the Village of Manchester, located at 400 Pike Street, Manchester, Ohio 45144 (the "Village"). The District and the Village are collectively referred to as the "Parties".

**RECITALS**

A. The Village owns and operates a sanitary sewer disposal system that serves the residents of the Village (the "System").

B. The District operates school facilities located within the Village.

C. The District recently undertook a construction project to extend the sanitary sewer infrastructure on its premises.

D. The District would like to dedicate that new sanitary sewer infrastructure to the Village to be incorporated into the System and grant the Village an easement so that the Village will have access to the premises to maintain the sanitary sewer infrastructure

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is agreed as follows:

1. **Dedication.** The District hereby grants to the Village all of the District's right title and interest in all of the underground sanitary sewer lines and appurtenant equipment, infrastructure and installations located within the area described on the attached Exhibit A and depicted on Exhibit B (the "Sewer Infrastructure") in "as is, where is" condition with no warranties or representations as to the state of the Sewer Infrastructure, and the Village hereby accepts all of the Sewer Infrastructure from the District in "as is, where is" condition with no warranties or representations as to the state of the Sewer Infrastructure.

2. **Easement.** The District hereby grants to the Village, its successors and assigns, a perpetual, non-exclusive sanitary sewer easement ("Sanitary Sewer Easement") in, under, across and through a portion of the District's premises, as more particularly described on Exhibit A and depicted on Exhibit B attached hereto and made a part hereof ("Sanitary Sewer Easement Area") for the purposes of accessing, constructing, installing, removing, replacing, repairing, maintaining,

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and operating underground sanitary sewer lines and appurtenant equipment, infrastructure and installations, together with the right of ingress and egress as is reasonably necessary to provide access to said Sanitary Sewer Easement Area for the uses and purposes herein described.

3. Reservation of Rights. The District hereby reserves and retains all other property rights in and to the Sanitary Sewer Easement Area, including without limitation, the rights to (a) use the Sanitary Sewer Easement Area for any purpose whatsoever, so long as such use does not substantially and unreasonably interfere with the Village's rights hereunder; and (b) locate electric, gas and water lines and other utilities within the Sanitary Sewer Easement Area, so long as such utilities do not substantially and unreasonably interfere with Village's use of the Sanitary Sewer Easement Area.

4. Encumbrances. The easement herein granted from the District to the Village is made subject to all covenants, conditions, restrictions, encumbrances and easements of record. The Village acknowledges that the District may grant other easements over, across and through the Sanitary Sewer Easement Area that do not interfere with the Village's use of the Sanitary Sewer Easement Area.

5. Use of Easement. Any use of the Sanitary Sewer Easement by the Village shall be performed with care and in such manner as to not cause unreasonable interference with the surface of the Sanitary Sewer Easement Area and with the use and enjoyment thereof by the District and others lawfully present thereon.

6. Connection. The Village hereby agrees to immediately take all reasonable and necessary steps to connect the Sewer Infrastructure to the System and maintain that connection so that the District can make immediate use of the System. The term "System" as used in this Agreement includes the Sewer Infrastructure.

7. Operation and Maintenance. The Village will be responsible to operate and maintain all aspects of the Sewer Infrastructure and the System in good working order, and will bear all costs of such maintenance.

8. Use of System. The District will abide by all building codes and governmental operating regulations as it relates to the System. The District will not drain surface water or dispose of unapproved items and substances into the System. Unapproved items and substances consist of: glass, metal, seafood shells, diapers, socks, rags or cloth of any kind, paper towels, plastic objects, sanitary napkins or tampons, hazardous chemicals, explosive or flammable material, lubricating oil or greases, prophylactics. The District acknowledges that these unapproved items and substances will damage the System. The District will provide insurance on a form reasonably acceptable to the Village in the amount of \$1,000,000 to provide coverage for damages to the System caused by the District as a result of the District's disposal of unapproved items and substances.

9. Sewer Service Fee. The District will pay a monthly fee to the Village for sewer service consistent with the fees charged to other residents and customers of the Village.

10. Successors and Assigns. The terms "District" and "Village" wherever used in this instrument, are intended in each instance to include the successors and assigns of the District and the Village.

11. Insurance. The Village shall use commercially reasonable efforts to ensure that all contractors, subcontractors, employees, agents and licensees performing any installation, repair, replacement or maintenance work described above in connection with the System or other such improvements or who perform such work within the Sanitary Sewer Easement Area on its behalf are bonded and carry general liability insurance in amounts as the Village normally reasonably requires. Additionally, the Village shall, at its own expense, obtain, carry and keep in force comprehensive general public liability insurance against any liability or claim for personal injury, wrongful death or property damage for which the Village is responsible by law with respect to the System and the Sanitary Sewer Easement Area. Such insurance may be written by an additional premises endorsement on any master policy of insurance that may cover other property in addition to the Sanitary Sewer Easement Area. The District shall be named as an additional insured on any such policy or policies insuring the Sanitary Sewer Easement Area and shall provide that the policy may not be canceled without thirty (30) days' prior written notice to all insureds. Within three (3) business days of receipt of a written request from the District, the Village shall provide the District with evidence of such insurance naming the District as an additional insured. The District shall not be responsible for any damage to person or property for any installation, repair, replacement or maintenance work to the System or other such improvements performed by the Village or on the Village's behalf within the Sanitary Sewer Easement Area.

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12. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement shall not be construed strictly for or against either the District or the Village. The captions are inserted in this Agreement only for convenience of reference and do not define, limit or describe the scope or intent of any provisions of the Agreement. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument. All notices to the District shall be delivered in writing at the address noted in the recitals or such other address as is provided by the District. All notices to the Village shall be delivered in writing at the address noted in the recitals or such other address as is provided by the Village. The invalidity or unenforceability of any term or terms of this Agreement shall not invalidate, make unenforceable or otherwise affect any other term of this Agreement, and in such event, the remaining terms of this Agreement shall remain in full force and effect.

13. Limited Liability. The Village will take all reasonable actions and precautions to maintain the System, which includes the Sewer Infrastructure, in proper working order. The Village will not be liable to the District for damages for events that are out the reasonable control of the Village that cause the System to fail, unless those damages are covered by the insurance provided for in the above section. The District shall notify the Village immediately when it becomes aware of a System failure.

14. Authorization. The Parties each warrant that they are duly authorized to execute this Agreement.

Motion: Mr. Cooper

Second: Ms. Jenkins

Roll Call: Mr. Cooper, yes; Mr. Foster, yes; Mr. Himes, yes; Ms. Jenkins, yes;  
Mrs. Stacy, yes.

The President declares the motion carried.

**253-09 Resolution to Enter Executive Session**

The Board enters executive session at 7:54 p.m. as per O.R.C. 121.22 for the purpose of (G-1) to consider the appointment, employment and compensation of public employees.

Motion: Mr. Cooper

Second: Mr. Himes

Roll Call: Mr. Foster, yes; Mr. Himes, yes; Ms. Jenkins, yes; Mrs. Stacy, yes;  
Mr. Cooper, yes.

The President declares the motion carried.

**254-09 Resolution to Re-Enter Public Session**

The Board re-enters public session at 8:36 p.m. from executive session as per O.R.C. 121.22 for the purpose of (G-1) to consider the appointment, employment and compensation of public employees.

Motion: Ms. Jenkins

Second: Mr. Cooper

Roll Call: Mr. Himes, yes; Ms. Jenkins, yes; Mrs. Stacy, yes; Mr. Cooper, yes;  
Mr. Foster, yes.

The President declares the motion carried.

**255-09 Resolution to Employ Certified/Licensed Personnel**

The Board hereby employs G. Scott Phillips as a teacher for the 2009-10 school year upon nomination of South Central Ohio Educational Service Center Superintendent Lowell Howard and recommendation of Superintendent Ralstin with the salary to be set based on a Master Degree level credential and pending years experience.

Motion: Mr. Cooper

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Second: Mrs. Stacy

Roll Call: Ms. Jenkins, yes; Mrs. Stacy, yes; Mr. Cooper, yes; Mr. Foster, yes; Mr. Himes, yes.

The President declares the motion carried.

**256-09 Resolution to Resolution to Employ Substitute Teachers**

The Board hereby approves employing the following substitute teachers upon the nomination from South Central Ohio Educational Service Center Superintendent, Lowell Howard for the 2009-10 school year to be paid at the daily rate of \$100.00 per day for days actually taught.

Professional

Lydia Bell  
Elaine Chaney  
Christina Hoffer  
Gregory Schumacher

Permanent

Richard Dryden  
Junice Foster  
Cathy Webb

Long-term Substitute

Anne Bucher  
Claiborne Fox  
John Stephen Kunz  
Amy Lofton  
Wallace McClurg  
Laura Reaves  
Crystal Roberts  
Julie Saunders  
Joshua Spencer  
Lex Turner  
Judith Gray

Short-term Substitute

Ryan Callihan  
Linda Fulton  
Chrystie Keenan  
Mary Shelton

Motion: Mr. Himes

Second: Mrs. Stacy

Roll Call: Mrs. Stacy, yes; Mr. Cooper, yes; Mr. Foster, yes; Mr. Himes, yes; Ms. Jenkins, yes.

The President declares the motion carried.

**257-09 Resolution to Employ Classified Substitutes**

The Board hereby employs the following classified substitutes to be paid at step zero in the classification the substitute works in for the 2009-10 school year.

Heather Abbott  
Connie Bilyeu  
Marla Bowling  
Kim Bradford  
Judy Breeze  
Lisa Himes  
Chad Hughes  
Misty Hughes

Frances Leonard  
Jenny Lockhart  
Elizabeth McDonald  
Brittany Osman  
Wayne Parker  
Stephen Parks  
Sherry Ranly

Patricia Roades  
Linda Rossman  
Dianna Savage  
Dwight Stamm  
Alyce Stearns  
Rose Vogler  
Billie Walters  
Ray Womacks

Motion: Mrs. Stacy

Second: Ms. Jenkins

Roll Call: Mr. Cooper, yes; Mr. Foster, yes; Mr. Himes, abstain; Ms. Jenkins, yes; Mrs. Stacy, yes.

The President declares the motion carried.

**258-09 Resolution to Employ Home Instruction Tutors**

The Board hereby approves employing all certificated staff as home instruction tutors on a limited supplemental contracts for the 2009-2010 school year on an as needed basis at \$27.50 per hour as per Superintendent Ralstin's recommendation.

Motion: Mrs. Stacy

Second: Mr. Himes

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Roll Call: Mr. Foster, yes; Mr. Himes, yes; Ms. Jenkins, yes; Mrs. Stacy, yes.  
Mr. Cooper, yes.  
The President declares the motion carried.

**259-09 Resolution to Employ Security Officers**

The Board hereby employs the following security officers for the 2009-2010 school year on an as needed basis at \$15.00 per hour as per Superintendent Ralstin's recommendation.

Randy Walters	Matt Nickolas	Nick Bush
Bruce Troutman	James Marino	Matt Klepper
Ron Poe	Robert Jenny	Matt Disney
M. Eric Massey	James Stokes	James Stokes II
David Barlow	Micah Poe	

Motion: Mr. Cooper  
Second: Mr. Himes  
Roll Call: Mr. Himes, yes; Ms. Jenkins, yes; Mrs. Stacy, yes; Mr. Cooper, yes;  
Mr. Foster, yes.  
The President declares the motion carried.

**260-09 Resolution to Employ After School and Summer School Tutors**

The Board hereby approves employing all teachers as after school and summer school tutors and those assigned as directors on a one year supplemental contracts for the 2009-2010 school year on an as needed basis at \$27.50 per hour as per Superintendent Ralstin's recommendation.

Motion: Mr. Cooper  
Second: Mrs. Stacy  
Roll Call: Ms. Jenkins, yes; Mrs. Stacy, yes; Mr. Cooper, yes; Mr. Foster, yes;  
Mr. Himes, yes.  
The President declares the motion carried.

**261-09 Any Other Business**

**261A-09 Resolution to Set Aide Salary - Stricklett**

The Board hereby approves resetting Lisa Lynn Stricklett's salary back to aide due to the request to be returned to her former position.

Motion: Mrs. Stacy  
Second: Mr. Himes  
Roll Call: Mr. Himes, yes; Ms. Jenkins, yes; Mrs. Stacy, yes; Mr. Cooper, yes;  
Mr. Foster, yes.  
The President declares the motion carried.

**262-09 Resolution to Adjourn**

The Board hereby adjourns at 8:56 p.m.

Motion: Mr. Himes  
Second: Mrs. Stacy  
Roll Call: Ms. Jenkins, yes; Mrs. Stacy, yes; Mr. Cooper, yes; Mr. Foster, yes;  
Mr. Himes, yes.  
The President declares the motion carried.

**Manchester Local Board of Education**

**Regular**

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APPROVED BY:

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Richard K. Foster, President

ATTESTED BY:

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Karen K. Ballengee, Treasurer