

**Winton Woods Board of Education
Minutes
Regular Meeting – February 27, 2023**

The Winton Woods Board of Education met in Regular Session on Monday, February 27, 2023 at Winton Woods South Campus, Lake Room 1106, 147 Farragut Road, Cincinnati, Ohio. President Kuhn called the meeting to order at 6:30 p.m.

ROLL CALL AND PLEDGE OF ALLEGIANCE

On the roll call the following members were present: Mr. Brandon Smith, Mr. Jeff Berte, Ms. Debra Bryant, Dr. Viola Johnson, Mrs. Paula Kuhn. Also present were Mr. Anthony Smith, Superintendent and Mr. Randy Seymour, Treasurer.

DISTRICT HONORS, RECOGNITIONS, GIFTS, AND INTRODUCTIONS

WINTON WOODS MIDDLE SCHOOL ART GALLERY WINNERS - Art Teacher, Ms. Carol Becci-Youngs

Superintendent Selection – Jasmine Sibert

Principal Selection – Maddie Wolke

Honorable Mention – Amira Adams, Isahia Dawson

Kiwanis Character is Key Award - Citizenship

Winton Woods High School - Layla McClendon

Kiwanis Student of the Month Award

Winton Woods High School - Eriel Holly

Skyline Student Athlete of the Month Award

Winton Woods High School - Josh Thompson

Skyline Teacher of the Month Award

Winton Woods Primary School - Ms. Brooke Rice

GIFTS

Mr. Leonard Boos contributed \$500 to the Winton Woods Academy of Global Studies to help offset expenses for the Academy of Global Studies class trips.

Mr. and Mrs. Bill Speelman provided weekly donations of snacks and drinks to the Winton Woods High School football program to feed and hydrate the football players, valued at \$2,540.15 .

Mr. and Mrs. Tim Wolf provided weekly donations of snacks and drinks to the Winton Woods High School football program to feed and hydrate the football players, valued at \$2,207.93.

**Winton Woods Board of Education
Minutes
Regular Meeting – February 27, 2023**

PUBLIC COMMENTS

Mr. Bill Speelman briefly addressed the Board concerning books and reading materials in the buildings available to the students.

COMMENTS TO THE BOARD OF EDUCATION FROM THE ASSOCIATIONS

WWTA REPRESENTATIVE – Absent

OAPSE REPRESENTATIVE – Present

APPROVAL OF MINUTES

Regular Meeting – January 23, 2023

Regular Meeting – February 13, 2023

TREASURER'S REPORT

The Financial Statements for the month of January, 2023 were approved and filed for audit.

TREASURER'S RECOMMENDATIONS

Investments – January, 2023

02-22-23 On a motion by Ms. Bryant, seconded by Mr. Berte to approve the Investment Report for January, 2023.

Vote: Mr. B. Smith, Aye; Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye;
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

Resolutions to Authorize Filing of Board of Revision Complaint

02-23-23 On a motion by Mr. Berte, seconded by Dr. Johnson to approve the resolutions "To Authorize Filing of Board of Revision Complaints" as presented. (Attached)

Vote: Mr. B. Smith, Aye; Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye;
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

**Winton Woods Board of Education
Minutes
Regular Meeting – February 27, 2023**

REPORTS OF THE SUPERINTENDENT

(a) School Reports

- Ms. Tonya Bray, Director of Student Services, presented the Monitoring Review being conducted by the Ohio Department of Education.
- Mr. Joshua Amstutz, teacher NCHS, presented on two student clubs: Model United Nations and Astronomy.

(b) T-1 Trend Data for Transportation – presented by Mr. Steve Denny, Executive Director of Business Services

(c) First Read: New and Revised Board Policies

- New Policy 6700 - Finances - Fair Labor Standards Act (FLSA)
- Revised Policy po3120.04 - Professional Staff - Employment of Substitutes
- Revised Policy po3120.08 - Professional Staff - Employment of Personnel for Co-Curricular Extra-Curricular Activities
- Revised Policy po5111 - Students - Eligibility of Resident Nonresident Students
- Revised Policy po5335 - Students - Care of Students with Chronic Health Conditions
- Revised Policy po5336 - Students - Care of Students with Diabetes
- Revised Policy po7217 - Property – Weapons

(d) Facilities Update

SUPERINTENDENT'S RECOMMENDATIONS

Personnel Schedules

02-24-23 On a motion by Mr. Berte, seconded by Dr. Johnson to approve the personnel schedules as presented.

Schedule A – Resignations/Retirements

Resignations:

Ronald Fannon, Security Monitor, NCHS, effective 02/08/23

Amy Rogers, Teacher, SCIS, effective 02/06/23

James Tate, Maintenance Supervisor, effective 02/01/23

Erin Sexton Klancar, Special Ed. Assistant, NCHS, effective 02/24/23

Fanon Vines, Special Ed. Assistant, SCIS, effective 02/08/23

Retirements:

Cynthia Boehm, Teacher, SCPS, effective 08/01/23

Debra Miller, Ed. Assistant, NCHS, effective 05/31/23

Julie Newcomer, Teacher, SCES, effective 05/31/23

Nancy Hart, Teacher, ECC, effective 05/31/23

Winton Woods Board of Education
Minutes
Regular Meeting – February 27, 2023

SUPERINTENDENT'S RECOMMENDATIONS – (Cont.)

Personnel Schedules – (Cont.)

Schedule B – Personnel Employment Certificated

New Hires:

Tat-yana Brown, Social Emotional Learning Tutor, WWSC, 29.60/hr, effective 01/30/23

Change in Status: Salary Adjustment

Chad Murphy, Teacher, NCHS, \$88,122, effective 02/01/23

Schedule C – Support Staff Appointments

New Hires:

Leah Hassertt, Sub. Clerical, WWSC, \$15.10/hr, effective 01/17/23

Leah Hassertt, Crossing Guard, WWSC, \$19.28/hr, effective 01/17/23

Ryan Jarrett, Bus Driver, \$23.58/hr, effective 01/26/23

Crystal Moore, Bus Driver, \$21.48/hr, effective 03/13/23

Margaretta Sartor, Bus Driver, \$21.96/hr, effective 01/26/23

Natalie Jackson, Food Service, WWNC, \$14.16/hr, effective 02/01/23

Andrea Marley, Food Service, WWNC, \$14.16/hr, effective 02/07/23

Brieana Savin, Food Service, WWNC, \$15.02/hr, effective 01/30/23

Keyana Evans, Sub. Food Service, \$13.19/hr, effective 02/16/23

Endora Chenault, Special Ed. Assistant, SCPS, \$19.58/hr, effective 02/21/23

Breanna Johnson, Special Ed. Assistant, NCHS, \$16.91/hr, effective 02/21/23

Leah Hassertt, Sub. Assistant, \$14.74/hr, effective 01/17/23

Kristen Morales, Special Ed. Assistant, Out of District, \$21.28/hr, effective 02/27/23

Vanteja Orr, Special Ed. Assistant, SCES, \$16.91/hr, effective 02/27/23

Summer Employment: (Regular Rate of Pay plus \$4/hr.)

Heather Northcutt, Special Ed. Assistant, effective 07/05/23 – 07/27/23

Change in Status:

Kassandra Smith, from Bus Assistant to Bus Driver, \$20.21/hr effective 02/15/23

Shirl Chinn, Custodial Supv. & Interim Maintenance Supv., \$83,200, effective 02/01/23

Schedule D – Personnel Employment Certified and Uncertified (Including Extra Duties)

January Food Service Attendance Stipend:

Tracy Dean, \$200.00

Robert Reynolds, \$150.00

Stephanie Stacey, \$100.00

Food Service – Courtesy Connection Call Center – \$17/hr:

Alyse Canaday

Natalie Jackson

Brieana Savin

Libby Culp

Sarah Kelly

Tyra Shepherd

Kim Foster

Andrea Marley

Ramona Watkins

Winton Woods Board of Education
Minutes
Regular Meeting – February 27, 2023

SUPERINTENDENT'S RECOMMENDATIONS – (Cont.)
Personnel Schedules – (Cont.)

Schedule D – Personnel Employment Certified and Uncertified (Including Extra Duties) – (Cont.)

Supplementals: 2022-2023 School Year

Jordan Braswell, Baking, SCPS, \$450
Anne Marie Schutte, Board Games, SCPS, \$450
Allison Woelfel, Puzzles, SCPS, \$450
Philip Bretz, Robotics, SCIS, \$450
Michelle Bretz, Board Games, SCIS, \$450
Charles Webb, Soccer Club, \$450
Donald Schulte, Board Games, SCES, \$450
Robert Jung, Fitness, SCES, \$450

Supplementals:

Melvin Levett, Swim Assistant Special Ed., \$29.60/hr, effective 01/30/23
LaJ'Jae Johnson, PBL Unit Creation, \$29/hr, effective 01/20/23
Philip Bretz, 4th Grade PBL Team Leader, \$2,716.65, effective 2022-2023 contract year
Jennifer Svach, ECC Special Education Team Leader, \$2,011.05, effective 2022-2023 contract year

After School Tutoring, \$29/hr, effective 01/31/23:

Kirsten Weickert, Reading, SCPS
Dewey Copley, Reading and Math, SCPS
Heather Mack, Reading, SCIS
Jordan Robertson, Reading, SCIS
Angela Depew, Reading, SCIS
Jill Hansing, Reading, SCIS
Canceria James, Reading, SCIS
Alexander Downs, Reading, SCIS
Tara Riley, Third Grade Reading Guarantee, SCIS
Amy O'Connor, Math, SCES
Kasey Vogel, Math, SCES
Shayla Whittie, Reading, SCES
Jacob Fields, Math, NCHS, effective 02/13/23

After School Monitoring:

Evelyn Suesberry, NCHS, \$29/hr, effective 02/13/23
Christian Twitty, NCMS, \$19.14/hr, effective 09/06/22

Class Size Overage:

Katherine Sparke, \$4,934.40

**Winton Woods Board of Education
Minutes
Regular Meeting – February 27, 2023**

**SUPERINTENDENT'S RECOMMENDATIONS – (Cont.)
Personnel Schedules – (Cont.)**

Schedule E – Leaves

Kimberly Walker, Secretary, Transportation, Intermittent, 02/02/23 – 02/03/24, F.M.L.A.
Ronald Wright, Security, NCMS, 11/30/22 – 02/23/23, F.M.L.A.
Winfield Franklin, Teacher, NCMS, 02/10/23 – 03/13/23, F.M.L.A.
Kennedy Hartman, Teacher, SCES, 02/22/23 – 05/22/23, F.M.L.A.
Andrea Talbott, Teacher, NCHS, Intermittent, 01/27/23 – 05/30/23, F.M.L.A.
Ashley Whyte, Teacher, SCPS, Intermittent, 02/16/23 – 02/16/24, F.M.L.A.
Carol Schaeper, Special Ed. Assistant, Transportation, 02/10/23, Unpaid Medical Leave
Nancy Trubl, Special Ed. Assistant, SCPS, 01/25/23, Paid Administrative Leave

Schedule M Termination

Dale Schneider, Food Service, effective 01/26/23

Vote: Mr. B. Smith, Aye; Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye;
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

Substitute and Temporary Rates Salary Schedule

02-25-23 On a motion by Ms. Bryant, seconded by Mr. Berte to approve the Substitute and Temporary Rates Salary Schedule as presented. (Attached)

Vote: Mr. B. Smith, Aye; Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye;
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

Proposal for Overnight/Extended Student Trip

02-26-23 On a motion by Mr. Berte, seconded by Mr. B. Smith to approve the Overnight/Extended Student Trip for the Winton Woods High School Marching Band for the Memorial Day Parade, Chicago, Illinois; May 26-28, 2023 as presented.

Vote: Mr. B. Smith, Aye; Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye;
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

**Winton Woods Board of Education
Minutes
Regular Meeting – February 27, 2023**

SUPERINTENDENT'S RECOMMENDATIONS – (Cont.)

Revised Policy po5113 – Students – Inter-District Open Enrollment

02-27-23 On a motion by Dr. Johnson, seconded by Ms. Bryant to approve Revised Policy po5113 – Students – Inter-District Open Enrollment as presented. (Copy Available from the Office of the Superintendent)

Vote: Mr. B. Smith, Aye; Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye;
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

Membership in the Ohio High School Athletic Association

02-28-23 On a motion by Ms. Bryant, seconded by Mr. B. Smith to approve the Resolution "Authorizing Membership in the Ohio High School Athletic Association for the 2023-2024 School Year" as presented. (Attached)

Vote: Mr. B. Smith, Aye; Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye;
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

New and Revised Board Policies

02-29-23 On a motion by Dr. Johnson, seconded by Mr. B. Smith to approve the New and Revised Board Policies as presented. (Copy Available from the Office of the Superintendent)

- Revised Policy po2431 - Program - Interscholastic Athletics
- Revised Policy po1617 - Administration – Weapons
- Revised Policy po2413 - Program - Career Advising
- Revised Policy po2430 - Program - District-Sponsored Clubs and Activities
- Revised Policy po3217 - Professional Staff – Weapons
- Revised Policy po4217 - Classified Staff – Weapons
- New Policy po2280 - Program - Preschool Program

Vote: Mr. B. Smith, Aye; Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye;
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

**Winton Woods Board of Education
Minutes
Regular Meeting – February 27, 2023**

SUPERINTENDENT'S RECOMMENDATIONS – (Cont.)

Agreement for Sale of Property

02-30-23 On a motion by Mr. Berte, seconded by Ms. Bryant to approve the Resolution "Authorizing the Execution of an Agreement for the Sale of Real Property" between the Board of Education of the Winton Woods City School District (seller) and the Governing Board of the Hamilton County Educational Service Center (buyer)" as presented.
(Attached)

Vote: Mr. B. Smith, Aye; Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye;
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

BOARD OF EDUCATION REPORTS

- Legislative Report
- Great Oaks Report

BOARD ITEMS

**COMMENTS FROM MEMBERS OF THE BOARD OF EDUCATION AND
SUPERINTENDENT**

EXECUTIVE SESSION

02-31-23 On a motion by Dr. Johnson, seconded by Mr. Berte to move into Executive Session at 8:18 p.m. for the following purpose: "Investigation of Complaint Against a Public Employee".

Vote: Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye; Mr. B. Smith, Aye;
Mrs. Kuhn, Aye

President Kuhn declared the motion carried.

Winton Woods Board of Education
Minutes
Regular Meeting – February 27, 2023

EXECUTIVE SESSION -- (Cont.)

At 9:09 p.m. President Kuhn declared the Executive Session concluded for the following purpose: "Investigation of Complaint Against a Public Employee".

On the roll call the following members were present: Mr. Brandon Smith, Mr. Jeff Berte, Ms. Debra Bryant, Dr. Viola Johnson, Mrs. Paula Kuhn.


ADJOURNMENT

There being no further business, President Kuhn declared the meeting adjourned at 9:10 p.m.

ATTEST:


Randy L. Seymour, Treasurer

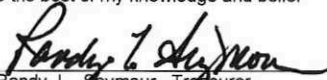
APPROVED:


Mrs. Paula Kuhn, President

WINTON WOODS CITY SCHOOLS
Bank Reconciliation Statement
January 2023 (Year to Date)

Fund Balance		Book Balance		Bank Balance		
001	General Fund	\$19,307,783.88	Beginning Balance	\$30,040,275.65	Fifth Third Bank	\$3,698,201.66
002	Bond Retirement	3,869,042.25			Petty Cash	500.00
003	Permanent Improvement	1,294,283.05	Plus: Receipts	42,606,345.18	Food Service-Drawer	250.00
004	Building	175,008.57	Less: Expenditures	(39,858,002.21)	Athletic-Gate	2,000.00
006	Lunchroom	1,377,839.46				
007	Special Trust	124,618.72				
010	Classroom Facilities	4,677,657.56				
018	Public School Support	94,941.40	Ending Balance	32,788,618.62	Total	3,700,951.66
019	Local Grants	132,533.94				
022	District Agency	0.00				
034	Classroom Facilities Maintenance	1,478,806.82	Outstanding Warrants:			
200	Activity Fund	18,171.61				
300	Athletic Fund	162,142.02	Fifth Third Bank	69,038.30	Investments:	
401-9022	Auxillary Services - JPPI	56,981.88			Star Ohio	15,499,276.34
439-9023	Early Childhood Education	1,210.82			Star Ohio - Building Local	4,864,031.98
451-9023	Connectivity	5,400.00			Star Ohio - Building State	54,005.18
461-9023	HSTW	0.00			Meeder Investments	8,738,825.76
507-9021	ESSER I	0.00			Meeder Invest (Building)	0.00
507-9022	ESSER I	0.00				29,156,139.26
507-9023	ARP/ESSER III	2,874.90				
516-9023	IDEA-B FY23	4,159.12				
516-9222	ARP IDEA	1,674.36				
536-9023	Title I Non-Competive School Improv FY23	(25.10)	Total	69,038.30		
551-9023	Title III LEP FY23	298.44				
551-9223	Title III Immigrant	646.81				
572-9023	Title I FY23	2,002.37				
572-9222	SQI	(1,687.33)	Book Adjustments		Bank Adjustments	
572-9323	EEOC	0.00			Pay School Accounts	
584-9023	Title IV-A FY23	1,902.82			Food Service	266.00
587-9023	ESCE IDEA-B FY23	3.10			General Acct	300.00
587-9222	ARP ESCE IDEA-B	0.00			Pay School In-Transit	566.00
590-9023	Title II-A FY23	347.15				
			Total	0.00	Total	566.00
Total Fund Balance		32,788,618.62	Book Balance	32,788,618.62	Bank Balance	3,700,951.66
Plus: outstanding warrants		69,038.30	Plus: outstanding warrants	69,038.30	Plus: investments	29,156,139.26
		0.00	Plus: book adjustments	0.00	Plus: bank adjustments	566.00
Adjusted Fund Balance		\$32,857,656.92	Adjusted Book Balance	\$32,857,656.92	Adjusted Bank Balance	\$32,857,656.92

I hereby certify the foregoing to be correct to the best of my knowledge and belief


Randy L. Seymour, Treasurer

WINTON WOODS CITY SCHOOLS

General Fund Receipts

January 31, 2023

	Estimated Revenue	% of Revenue	Revenue MTD	Revenue FYTD	Percentage Received
Local:					
Real Estate Taxes	\$24,300,000	47.40%	\$5,917,000	17,819,551	73.33%
Personal Property	0	0.00%	0	0	0.00%
Tuition (1)	1,100,000	2.15%	2,480	331,102	30.10%
Interest	125,000	0.24%	58,287	352,978	282.38%
Student Fees	15,000	0.03%	701	6,220	41.47%
Rental Fees	230,000	0.45%	16,203	123,318	53.62%
Other (2)	482,000	0.94%	3,894	212,886	44.17%
Total Local Revenue	26,252,000	51.21%	5,998,565	18,846,056	71.79%
State:					
Foundation Fund	18,963,600	36.99%	1,584,989	11,169,744	58.90%
Homestead & Rollback	2,700,000	5.27%	0	1,358,665	50.32%
Other (3)	2,747,000	5.36%	303,926	1,548,137	56.36%
Total State Revenue	24,410,600	47.62%	1,888,915	14,076,546	57.67%
Federal:					
Other (4)	600,000	1.17%	11,646	43,732	7.29%
Total Federal Revenue	600,000	1.17%	11,646	43,732	7.29%
GRAND TOTAL	\$51,262,600	100.00%	\$7,899,127	32,966,334	64.31%

(1) Includes summer school, special education, regular classes, and open enrollment

(2) Includes all other receipts not otherwise classified

(3) Includes catastrophic and tangible reimbursement

(4) Includes Medicaid and e-rate reimbursement

WINTON WOODS CITY SCHOOLS
General Fund Expenditures by Object
January 31, 2023

	<u>Appropriation</u> <u>+ Carry Over</u>	<u>% Total</u> <u>Appr.</u>	<u>Expended</u> <u>MTD</u>	<u>Expended</u> <u>FYTD</u>	<u>Encumbered</u> <u>FYTD</u>	<u>Balance</u>	<u>% Spent</u>
Personal Services (100)	\$32,141,000	56.88%	\$2,569,904	\$17,724,207	\$0	\$14,416,793	55.15%
Fringe Benefits (200)	11,749,050	20.79%	1,500,243	6,776,469	148,698	\$4,823,883	58.94%
Purchased Services (400)	9,425,554	16.68%	590,166	4,222,542	3,748,933	\$1,454,079	84.57%
Materials & Supplies (500)	1,893,262	3.35%	77,176	1,105,200	392,515	\$395,547	79.11%
Capital Outlay (600)	227,400	0.40%	0	70,354	0	\$157,046	30.94%
Other (800)	818,600	1.45%	18,817	440,981	59,646	\$317,973	61.16%
Transfers/Advances (900)	254,500	0.45%	0	42,000	0	\$212,500	16.50%
Total	\$56,509,366	100.00%	\$4,756,306	\$30,381,754	\$4,349,792	\$21,777,821	61.46%

Object Numbers:

- 100 - Employees' salaries and wages - includes payment for sick leave, personal business leave, holiday pay, etc.
- 200 - Retirement, Insurance coverage, workers' comp., fringe benefits
- 400 - Purchased services - utilities, postage, repairs, insurance, lease/purchase, mileage reimbursement, etc.
- 500 - Instructional supplies and materials, office supplies, textbooks, library books and materials
- 600 - Capital outlay - purchase of new equipment and vehicles
- 800 - Other - election expense, auditor and treasurer fees, audit cost, membership dues, liability insurance
- 900 - Temporary advances to other funds and transfer of funds

Appropriation Summary:

FY23 Appropriations	\$56,276,125
FY22 Carryover Encumbrances	233,241
Total Appropriations	\$56,509,366

6.013

WINTON WOODS CITY SCHOOLS
General Fund Expenditures by Function
January 31, 2023

	Appropriation + Carry Over	% Total Appr.	Expended MTD	Expended FYTD	Encumbered FYTD	Balance	% Spent
Regular (1100)	\$20,963,863	37.10%	\$1,906,385	\$11,734,055	\$327,232	\$8,902,576	57.53%
Special (1200)	12,428,440	21.99%	1,082,846	6,453,227	1,402,200	4,573,013	63.21%
Pupils (2100)	3,996,437	7.07%	293,977	1,855,561	538,253	1,602,623	59.90%
Instructional Staff (2200)	2,422,154	4.29%	185,564	1,256,857	128,771	1,036,526	57.21%
Board of Education (2300)	320,582	0.57%	14,434	208,063	34,493	78,026	75.66%
School Adm. (2400)	4,407,725	7.80%	433,640	2,577,693	82,155	1,747,877	60.35%
Fiscal Services (2500)	1,686,750	2.98%	110,592	916,999	70,187	699,564	58.53%
Business Services (2600)	387,266	0.69%	33,768	184,133	8,379	194,754	49.71%
Oper. of Plant (2700)	4,247,676	7.52%	316,632	2,254,081	1,320,608	672,987	84.16%
Pupil Trans. (2800)	3,456,475	6.12%	198,167	1,749,059	364,066	1,343,350	61.14%
Central Support Services (2900)	836,600	1.48%	80,680	471,895	22,278	342,427	59.07%
Community Services (3000)	36,500	0.06%	0	28,385	140	7,975	78.15%
Extracurricular (4000)	976,400	1.73%	92,215	599,984	13,480	362,937	62.83%
Capital Outlay (5000)	88,000	0.16%	7,406	49,762	37,550	688	99.22%
Contingencies and Transfers (7000)	254,500	0.45%	0	42,000	0	212,500	16.50%
Total	\$56,509,366	100.00%	\$4,756,306	\$30,381,754	\$4,349,792	\$21,777,821	61.46%

Functions:

Instruction (1100 – 1200): Instruction includes the activities directly dealing with the teaching of pupils or the interaction between teacher and pupil. Teaching may be provided for pupils in a school, in a classroom, in another location, such as in a home or hospital, and through other approved media such as television, radio, telephone and correspondence.

Pupils (2100): Activities which are designed to assess and improve the well-being of pupils and to supplement the teaching process. e.g., Pupil personnel, guidance, health, psychological, speech and audiology, attendance, graduation and student assembly services.

Instructional Staff (2200): Activities associated with assisting the instructional staff with the content and process of providing learning experiences for pupils. e.g., Curriculum development, staff training, ed. aides and media services.

Board of Education (2300): Activities concerned with establishing policy in connection with operating the District.

School Administration (2400): Activities concerned with administrative responsibility e.g., Supt. & Principal offices.

Fiscal (2500): Activities associated with the financial operations of the District. e.g., Treasurer's office.

Business (2600): Activities concerned with directing & managing service areas. e.g., Business Manager's office.

Operation of Plant (2700): Activities concerned with keeping the physical plant open, comfortable and safe for use and keeping buildings and equipment in an efficient working condition. e.g., Maintenance & custodial areas.

Transportation (2800): Activities concerned with the conveyance of students to and from school and to activities.

Statistical Services (2900): Activities, other than general administration, which support each of the other instructional and supporting services programs. e.g., Personnel and technology.

Community Services (3200): Payments made by the District to support activities that do not directly relate to providing education for pupils in the District.

Extracurricular Activities (4000): Subject matter and/or activities not provided in regular classes. Generally, participation is not required and credit is not given.

Capital Outlay (5000): Improvements to the District buildings & land.

Contingencies (7000): To be used for unanticipated emergencies

Appropriation Summary:

FY23 Appropriations	\$56,276,125
FY22 Carryover Encumbrances	233,241
Total Appropriations	\$56,509,366

6.014

WINTON WOODS CITY SCHOOLS

Year To Date Summary as of

January 31, 2023

FUND	Beginning Balance	FYTD Revenues	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
001 General	\$16,723,102	\$32,966,334	\$30,381,754	\$19,307,682	\$4,349,792	\$14,957,891
Special Revenue Funds:						
018 Public School Support	65,458	59,249	29,766	94,941	4,607	90,334
019 Other Grants	145,072	12,119	24,657	132,534	4,661	127,873
034 Classroom Facilities Maint.	1,427,600	155,171	103,964	1,478,807	58,902	1,419,905
300 District Managed Activity	138,487	182,394	158,739	162,142	76,266	85,876
401 Auxiliary Services	99,525	180,922	223,364	57,083	118,422	(61,339)
439 Preschool Education	0	62,087	60,876	1,211	0	1,211
451 Data Communication	0	5,400	0	5,400	0	5,400
461 Vocational Ed Enhancements	0	6,200	6,200	0	0	0
499 Miscellaneous State Grants	0	0	0	0	209,947	(209,947)
507 ESSER	(148,341)	2,734,619	2,583,403	2,875	5,442,120	(5,439,245)
516 IDEA	17,890	569,159	581,216	5,833	87,246	(81,413)
536 Title I School Improvement	0	32,438	32,463	(25)	69,750	(69,775)
551 Limited English Proficiency	865	64,927	64,846	945	5,608	(4,662)
572 Title I, SQI and EOEC	19,266	944,226	963,176	315	110,948	(110,633)
584 Title IV-A	0	66,370	64,467	1,903	6,080	(4,177)
587 IDEA Early	973	8,503	9,473	3	0	3
590 Title II-A	561	118,944	119,158	347	13,261	(12,914)
599 Miscellaneous Federal Grants	0	0	0	0	0	0
Debt Service Funds:						
002 Bond Retirement	3,482,565	2,535,473	2,148,996	3,869,042	1,112,628	2,756,415
Capital Projects Funds:						
003 Permanent Improvement	985,700	469,912	161,330	1,294,283	619,227	675,056
004 Building	260,849	15,925	101,765	175,009	158,498	16,511
010 Classroom Facilities	5,045,017	205,735	573,095	4,677,658	1,738,490	2,939,168
007 Special Trust	101,956	51,179	28,516	124,619	17,036	107,583
Agency Funds:						
200 Student Activity	28,000	9,705	19,533	18,172	16,331	1,841
022 District Agency	0	0	0	0	0	0
Enterprise Funds:						
006 Food Services	1,645,730	1,149,354	1,417,245	1,377,839	567,205	810,634
Total	<u>\$30,040,276</u>	<u>\$42,606,345</u>	<u>\$39,858,002</u>	<u>\$32,788,619</u>	<u>\$14,787,024</u>	<u>\$18,001,595</u>

6.015



WINTON WOODS CITY SCHOOL DISTRICT

TO: WWCSD Board of Education
FROM: Randy Seymour, Treasurer
DATE: January 31, 2023
SUBJECT: January Investments

The Treasurer requests official approval of the following investments of interim funds made January 31, 2023

	<u>Investments</u>	<u>Interest</u>	<u>Interest Rate</u>	
General Fund:				
Money Markets:				
Star Ohio	\$15,499,276	\$47,183	4.72%	
Meeder Investments	8,738,826	9,927	various	
5th/3rd	3,698,202	1,278	0.50%	Includes earnings credit
	<u>27,936,304</u>	<u>58,388</u>		
Building Fund:				
Local Share:				
Money Markets:				
Star Ohio	4,864,032	18,824	4.72%	
	<u>4,864,032</u>	<u>18,824</u>		
Building Fund:				
State Share:				
Money Markets:				
Star Ohio	54,005	275	4.72%	
	<u>54,005</u>	<u>275</u>		
Total	<u>\$32,854,341</u>	<u>\$77,487</u>		

RESOLUTION TO AUTHORIZE FILING OF BOARD OF REVISION COMPLAINT

WHEREAS, the Board of Education of the Winton Woods City School District (the "Board") is authorized to file complaints with the county board of revision (the "BOR") pursuant to R.C. 5715.19; and

WHEREAS, the Board has identified certain real property in the School District identified as County Auditor Permanent Parcel No. 591-0002-0057-00 located at 633 Northland Boulevard, Cincinnati, OH 45240 (the "Property") whose record owner is Leesam OH, LLC (the "Property Owner") that has recently sold in an arm's length transaction as defined in R.C. 5713.03; and

WHEREAS, the basis for the Board filing a 2022 tax year original complaint on the Property is R.C. 5715.19(A)(1)(d), which authorizes the filing of a complaint regarding the determination of the total valuation or assessment of any parcel that appears on the tax list, except parcels assessed by the tax commissioner pursuant to R.C. 5727.06; and

WHEREAS, the Property is valued at \$822,600 and recently sold for \$1,995,555; and

WHEREAS, the Board has provided the Property Owner with the notice required pursuant to R.C. 5715.19(A)(7).

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Winton Woods City School District that:

SECTION I

The Whereas clauses are hereby incorporated in this Section I and the Board hereby authorizes the filing of a complaint with the BOR on the Property for the 2022 tax year regarding the total valuation or assessment of the Property with the recent arm's length sale price of \$1,995,555 being the total fair market value sought by the Board for the Property.

SECTION II

The Board authorizes the Treasurer and legal counsel to take all actions necessary to effectuate the filing of the aforementioned complaint and to pursue the same.

SECTION III

It is found and determined that all formal actions of this Board concerning or related to the adoption of this Resolution were adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees, if any, that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable legal requirements of the Ohio Revised Code.

Mr. Berte moved and Dr. Johnson seconded the motion that the above Resolution be adopted.

Upon roll call and the adoption of the Resolution, the vote was as follows:

Yeas: Mr. Smith, Mr. Berte, Ms. Bryant, Dr. Johnson, Mrs. Kuhn

Nays:

ADOPTED this 27th day of February, 2023.



Treasurer

CERTIFICATION

The undersigned hereby certifies that the foregoing is a true and correct copy of a Resolution adopted at a meeting held on the 27th day of February, 2023 together with a true and correct extract from the minutes of said meeting to the extent pertinent to the consideration and adoption of said Resolution.



Treasurer

RESOLUTION TO AUTHORIZE FILING OF BOARD OF REVISION COMPLAINT

WHEREAS, the Board of Education of the Winton Woods City School District (the "Board") is authorized to file complaints with the county board of revision (the "BOR") pursuant to R.C. 5715.19; and

WHEREAS, the Board has identified certain real property in the School District identified as County Auditor Permanent Parcel No. 591-0026-0067-00 located at 11130 Hamilton Avenue, Cincinnati, OH 45231 (the "Property") whose record owner is GTY Auto Service, LLC (the "Property Owner") that has recently sold in an arm's length transaction as defined in R.C. 5713.03; and

WHEREAS, the basis for the Board filing a 2022 tax year original complaint on the Property is R.C. 5715.19(A)(1)(d), which authorizes the filing of a complaint regarding the determination of the total valuation or assessment of any parcel that appears on the tax list, except parcels assessed by the tax commissioner pursuant to R.C. 5727.06; and

WHEREAS, the Property is valued at \$718,460 and recently sold for \$3,444,444; and

WHEREAS, the Board has provided the Property Owner with the notice required pursuant to R.C. 5715.19(A)(7).

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Winton Woods City School District that:

SECTION I

The Whereas clauses are hereby incorporated in this Section I and the Board hereby authorizes the filing of a complaint with the BOR on the Property for the 2022 tax year regarding the total valuation or assessment of the Property with the recent arm's length sale price of \$3,444,444 being the total fair market value sought by the Board for the Property.

SECTION II

The Board authorizes the Treasurer and legal counsel to take all actions necessary to effectuate the filing of the aforementioned complaint and to pursue the same.

SECTION III

It is found and determined that all formal actions of this Board concerning or related to the adoption of this Resolution were adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees, if any, that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable legal requirements of the Ohio Revised Code.

Mr. Berte moved and Dr. Johnson seconded the motion that the above Resolution be adopted.

Upon roll call and the adoption of the Resolution, the vote was as follows:

Yeas: Mr. Smith, Mr. Berte, Ms. Bryant, Dr. Johnson, Mrs. Kuhn

Nays:

ADOPTED this 27th day of February, 2023.



Treasurer

CERTIFICATION

The undersigned hereby certifies that the foregoing is a true and correct copy of a Resolution adopted at a meeting held on the 27th day of February, 2023 together with a true and correct extract from the minutes of said meeting to the extent pertinent to the consideration and adoption of said Resolution.



Treasurer

**Substitute Rates
and Temporary Rates
Salary Schedule**

Effective February 1, 2023

Classification	Hourly Rate
<u>Support Staff</u>	
Assistants	14.74
Clerical	15.10
Crossing Guard	13.29
Custodian	16.06
Food Service	13.19
Food Service - Catering and Call Center	17.00
School Bus Driver	17.93
Security Monitor	15.74
Technology Technician	16.81
Special Education Work Program	4.10
Student Summer Help	10.00
<u>Instructional Staff</u>	
Substitute Teacher (day rate)	135.00
Tutor (hourly rate)	29.60
Long-Term Sub. Teacher (After 30 days in same position.)	Bachelor's 0

RETURN NO LATER THAN June 30, 2023



BOARD OF EDUCATION/GOVERNING BOARD RESOLUTION

Authorizing 2023-2024 Membership in the Ohio High School Athletic Association

Whereas, **WINTON WOODS CITY SCHOOLS**, District IRN number: **044081**
of **825 WAYCROSS RD, SUITE A, Hamilton County, Ohio**

Has satisfied all the requirements for membership in the Ohio High School Athletic Association, a voluntary unincorporated association not-for-profit; and

WHEREAS, The Board of Education/Governing Board ("Board") and its Administration desire for the schools with one or more grades at the 7-12 grade level under their jurisdiction to be voluntary members of the OHSAA;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION/GOVERNING BOARD that all schools listed on the reverse side of this card do hereby voluntarily renew membership in the OHSAA and that in doing so, the Constitution, Bylaws, Regulations and Business Rules of the OHSAA are hereby adopted by this Board as and for its own minimum requirements as it pertains to, but not limited to, student-eligibility, coaching requirements, and administrative responsibility. Notwithstanding the foregoing, the Board reserves the right to raise the minimum standards as it deems appropriate for the schools and students under its jurisdiction; and

BE IT FURTHER RESOLVED that the schools under this Board's jurisdiction agree to conduct their athletics programs in accordance with the Constitution, Bylaws, Regulations, Business Rules, interpretations and decisions of the OHSAA and cooperate fully and timely with the Executive Director's office of the OHSAA in all matters related to the interscholastic athletic programs of the schools. Furthermore, the schools under this Board's jurisdiction shall be the primary enforcers of the OHSAA Constitution, Bylaws, Regulations, Business Rules and the interpretations and rulings rendered by the Executive Director's office. The administrative heads of these schools understand that failure to discharge the duty of primary enforcement may result in fines, removal from tournaments, suspension from membership and/or other such penalties as prescribed in Bylaw 11.

Date of Resolution February 27, 2023

Paula Kuhn

President of the Board of Education/Governing Body
(Print)

A handwritten signature in black ink, appearing to read "Paula Kuhn", written over a horizontal line.

(Signature)

Anthony G. Smith

Superintendent/Head of School
(Print)

A handwritten signature in black ink, appearing to read "A.G. Smith", written over a horizontal line.

(Signature)

Superintendent/Head of School E- Mail:

smith.anthony@wintonwoods.org

The Board of Education of the Winton Woods City School District met in regular session at 6:30 p.m. on the 27th day of February, 2023, in the South Campus, Lake Room 1106, 147 Farragut Road, with the following members present:

Mr. Brandon Smith

Mr. Jeff Berte

Ms. Debra Bryant

Dr. Viola Johnson

Mrs. Paula Kuhn

Mr. Berte moved the adoption of the following resolution:

WINTON WOODS CITY SCHOOL DISTRICT

RESOLUTION NO. 02-30-23

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE
SALE OF REAL PROPERTY**

WHEREAS, the Board of Education (the "Board") is the owner of certain real property located at 924 Waycross Avenue, Cincinnati, OH 45240, which is no longer needed for any school purposes; and

WHEREAS, The Board of Education previously held a public auction for said real estate in accordance with Ohio Revised code Section 3313.41; and

WHEREAS, The Board of Education did not receive any satisfactory bids for said real estate; and

WHEREAS, the buyer of said real estate is a political subdivision of the State of Ohio and for which sale the Board of Education is not required to follow the auction requirements of Ohio Revised Code 3313.41; and

WHEREAS, representatives of the Board of Education have negotiated a purchase agreement for the real estate on its behalf (the "Agreement"); and

WHEREAS, the Board of Education now desires to authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

SECTION I

The Board hereby approves the purchase agreement attached hereto as Exhibit A. The President and Treasurer are hereby authorized to execute the same. The Superintendent or his designee is hereby authorized to take all steps to effectuate and carry out the transaction to its completion, including approving minor amendments to the agreement, which do not alter it substantively, and to record the deed at the appropriate time.

IT IS FOUND AND DETERMINED that all formal action of this Board concerning or related to the adoption of this Resolution was adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

Ms. Bryant seconded the motion and the roll being called upon the question of the adoption of the resolution, the vote resulted as follows:

AYES: Mr. Smith; Mr. Berte; Ms. Bryant; Dr. Johnson; Mrs. Kuhn

NAYS:

ADOPTED this 27th day of February, 2023.


Randy Seymour, Treasurer

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted at a meeting held on the 27th day of February, 2023, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.


Randy Seymour, Treasurer

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is entered into as of the date the last of the parties executes this Agreement (the "Effective Date"), by and between the **BOARD OF EDUCATION OF THE WINTON WOODS CITY SCHOOL DISTRICT**, a school district organized and existing under the laws of the State of Ohio, having an office at 825 Waycross Road, Suite A, Cincinnati, OH 45240 ("Seller") and the **GOVERNING BOARD OF THE HAMILTON COUNTY EDUCATIONAL SERVICE CENTER** whose mailing address is 11083 Hamilton Avenue, Cincinnati, OH 45231 ("Buyer").

RECITALS

A. Seller desires to sell to Buyer and Buyer desires to purchase from Seller, on the terms and conditions contained in this Agreement, A certain parcel of real estate located at **924 Waycross Ave. Cincinnati, OH 45240**, Hamilton County Parcel No. **591-0009-0335-90** (the "Land"), approximately **14.790** acres total, together with all improvements, fixtures, and leases (collectively, the "Improvements"; the Land and the Improvements, collectively, the "Premises"), except as noted herein. The legal description of the Land shall be attached as Exhibit A hereto.

B. The parties desire to enter into this Agreement with full knowledge of their rights and of their own free will and judgment and without any undue influence, duress or coercion of any nature whatsoever.

AGREEMENT

The parties agree as follows:

1. **Sale.** For the consideration set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Premises for the sum of **Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00)** subject to any prorations and adjustments provided in this Agreement, and shall be payable at closing.

2. **Title & Inspections.** Seller shall convey to Buyer at closing fee simple title to the Premises by general warranty deed subject to covenants, easements, restrictions, agreements and other matters of record (other than mortgages or similar monetary liens); public roads, boundary-line disputes, encroachments, and any other matters which would be disclosed by an accurate survey and inspection of the Premises; and installments of real estate taxes and assessments, which are a lien upon the Premises, but which are not yet due and payable. Within sixty (60) days from the Effective Date, Buyer may obtain, at Buyer's cost and expense, from a title company of its choosing (the "Title Company"), a commitment (the "Title Commitment") from the Title Company to issue a Title Commitment in the full amount of the purchase price, and shall provide Seller with a copy of such Title Commitment. On or before the date that is ten (10) days after Buyer has received the Title Commitment, Buyer shall deliver written notice to Seller of any objections Buyer has to title affecting the Premises that would materially impair Buyer's intended use or in Buyer's judgment would materially affect the marketability of the Premises ("Title Objections"). Any items Buyer fails to object to within such ten (10) day period shall be deemed "Approved Exceptions;" provided, however, that Buyer shall be deemed to have objected to any mortgages or

other monetary liens on the Premises, except non-delinquent real estate taxes and assessments; and at closing, Seller shall be obligated to deliver the Premises to Buyer free and clear of such mortgages or other monetary liens. Within ten (10) days after receipt of such notice, Seller shall notify Buyer whether Seller elects to cure the Title Objections. If the Seller opts to cure the Title Objections, those Objections must be cured within thirty (30) days of the notice. If Seller refuses to cure Title Objections, Buyer may: (i) terminate this Agreement, in which event the parties shall have no further obligations hereunder; or (ii) waive the objections and take title subject thereto, without adjustment of the purchase price.

2.1. **Entry for Inspection.** Following execution of this Agreement, and thereafter for a period of 60 days, Seller shall make the Premises available for inspection by Buyer, and Buyer's agents, employees and contractors. Buyer shall schedule each inspection in advance with Seller and shall allow a representative of Seller to be present during each inspection. During that time, Buyer may, at Buyer's sole cost and expense, undertake a complete physical inspection of the Premises as Buyer deems appropriate.

2.2. **Inspections/Termination.** From the date of this Agreement until the date 60 days after the date hereof, Buyer shall have the right to: (i) confirm the availability and adequacy of, and Buyer's right to timely connect to, all necessary utilities for Buyer's Intended Use at a cost Buyer deems acceptable, (ii) verify Buyer's ability to timely obtain all necessary approvals to occupy, build upon, and use the Premises for Buyer's Intended Use at a cost Buyer deems acceptable, including, but not limited to, site plan approvals, building permits, building renovation and remediation, zoning approvals and occupancy permits, and any other approvals, licenses and permits that, in Buyer's sole judgment and discretion, Buyer deems necessary in order to use the property for Buyer's Intended Use, and (iii) have its employees, agents and contractors go upon the Premises for the purposes of making soil tests, soil borings, an environmental assessment (all environmental assessments and reports, and all information pertaining to environmental matters with respect to the Premises are collectively referred to as the "Environmental Assessment"), inspections, engineering surveys or any other investigations or inspections Buyers deems necessary for the protection of Buyer or Buyer's financiers and/or to verify that the Premises can be used for Buyer's Intended Use at a cost Buyer deems acceptable (collectively all of the foregoing are referred to as the "Inspections"), including, but not limited to, plumbing, heating, air conditioning, electrical, roof, structural integrity, etc. If the Inspections disclose any condition which, in Buyer's sole judgment, renders the Premises defective and/or not suitable for Buyer's Intended Use, then Buyer shall notify Seller in writing that such condition exists and that the Inspection contingencies have not been satisfied (the "Disapproval Notice") on or before expiration of the Inspection Period. For purposes of the foregoing, minor, routine maintenance and repair items not materially affecting Buyer's Intended Use shall not be deemed conditions entitling Buyer to deliver a Disapproval Notice.

3. **Prorations.** There shall be prorated between Seller and Buyer as of Closing real estate taxes and installments of assessments as shown on the most recent official tax duplicate available as of the date of Closing. Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ from the amounts prorated at Closing; however, all closing prorations shall be final. All special and supplemental assessments with respect to the Premises, if applicable, which are a lien for the year in which the closing occurs,

shall be prorated as of the date of the closing in accordance with the proration method customarily used in Hamilton County, Ohio, based upon the most recent bills issued.

4. **Expenses.** Buyer shall pay for any recording costs, closing costs, assessments or similar charges in connection with the sale of the Premises. Seller shall pay all transfer taxes. Each party shall pay for its own legal and accounting fees and incidental expenses.

5. **Possession.** Buyer is currently renting the Premises pursuant to a separate lease agreement between the parties which shall extinguish upon closing of this transaction.

6. **Closing.** The closing shall be held at a time and place to be mutually agreed by the parties, but shall be no later than March 31, 2023. At the closing, Seller shall execute and deliver to Buyer the general warranty deed described in Section 2, and Buyer shall tender the payment of the purchase price to Seller as provided in Section 1 hereof, subject to any prorations and adjustments as provided for herein. Each party shall execute a closing statement to evidence the transaction.

6.3 **Fire and Casualty.** The risk of loss or damage by fire or other casualty prior to possession by Buyer shall be upon Seller. In the event of any such damage, Buyer may terminate this Agreement or may proceed to closing and accept an assignment of Seller's insurance proceeds.

6.4 Buyer has the right to conduct a walkthrough of the Premises immediately prior to closing and once again prior to possession. Seller shall maintain the Premises in the same condition it is in as of the date of this Agreement, subject to reasonable wear and tear.

6.5 Seller and Buyer shall execute and/or deliver certified resolutions or other authorizing documents evidencing the authorization of members or officers acting on Seller's and Buyer's behalf in executing this Agreement and authorization and approval of this Agreement and any other documentation customary for a transaction of this type which is reasonably requested by the Title Company.

6.7 At closing, Seller shall execute and deliver a sworn affidavit reasonably acceptable to Buyer and the Title Company that there are no unpaid claims which have created or could lead to the creation of mechanic's liens on the Premises and covering such other off-record title matters as the Title Company customarily requires, an affidavit with respect to compliance with the Foreign Investment in Real Property Tax Act (Internal Revenue Code Sec. 1445, as amended, and the regulations issued thereunder), together with such other documentation customary for a transaction of this type and which is reasonably required by Buyer and/or the Title Company. Each party shall execute a closing statement to evidence the transaction.

7. **Brokers.** If Buyer has engaged a real estate broker in connection with this conveyance, Buyer shall be solely responsible for the payment of any commission due to such Broker from the proceeds of the sale at closing or upon such other terms as have been agreed upon between the broker and Buyer.

8. **Sellers' Representations, Warranties and Covenants.** Seller represents, warrants and covenants to Buyer as to the following matters, and Seller shall be deemed to remake all of the following representations, warranties and covenants as of the date of closing:

8.1 To Seller's actual knowledge, (i) there has been no release of any hazardous substance, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC 9601 et seq. ("CERCLA"), as amended, or other similar law, on, upon or into the Premises and (ii) there are no underground storage tanks on or in the Premises.

8.2 To Seller's actual knowledge, none of the Premises consists of "wetlands" under applicable federal or state law.

8.3 To Seller's actual knowledge, no fact or condition exists that would result in termination or impairment of access to the Premises from adjoining public or private streets or ways that could result in discontinuation of necessary sewer, water, electric, gas, telephone or other utilities or services.

8.4 There are no claims, actions, suits or proceedings pending or, to the actual knowledge of Seller, threatened against or affecting Seller which will or could reasonably be expected to involve or affect the Premises, including, but not limited to, proceedings involving rezoning, annexation, condemnation or appropriation, street or highway changes, the construction of public improvements or the establishment of special assessments. There is no judgment that is or may become a lien against the Premises and there is no bankruptcy proceeding involving either the Seller or the Premises.

8.5 Between the date of this Agreement and the date of closing, Seller shall not sell, convey or lease the Premises, or any portion of it; provided, however, that Seller may enter into back-up Real Estate Purchase Agreements with third parties, the enforceability and effectiveness of which shall be contingent upon the termination of this Agreement.

8.6 This Agreement and all agreements, instruments and documents herein provided to be executed by Seller are, and as of the closing date will be, duly authorized, executed and delivered by and are and will be binding upon Seller.

8.7 To Seller's actual knowledge, no orders of any public authority are pending with respect to the Premises, and Seller is not in receipt of any written notice of alleged non-compliance of the Premises with any applicable building codes, environment, zoning or land use laws or other local, state or federal laws and regulations.

8.8 The execution and delivery of this Agreement by Seller, and the consummation of the transaction contemplated by this Agreement have been duly authorized by Seller, and this Agreement will not constitute or result in the breach or default under any written agreement to which Seller is a party or which affects the Premises.

8.9 As used herein, "Seller's actual knowledge" and phrases of similar import mean the current actual (not constructive) knowledge, without any duty of independent investigation or inquiry.

8.10 The representations, warranties and covenants made by Seller in this and elsewhere in this Agreement shall survive closing for a period of one (1) year.

9. **Conditions to Closing.** The obligation of Buyer to close the transaction contemplated by this Agreement is subject to the following conditions which are for Buyer's benefit and which may be waived by Buyer at its sole option:

9.1 The representations, warranties and covenants of Seller contained in Section 8 shall be true on the date of closing in all material respects as though those representations, warranties and covenants were made on the date of closing.

9.2 Seller shall not have breached any material affirmative covenant contained in this Agreement to be performed by Seller on or before the closing date.

9.3 The conditions set forth in this Agreement shall have been satisfied and if Buyer has delivered a notice of any title objections to Seller, Seller has remedied such objections in the manner and within the time period provided in this Agreement unless Buyer has waived the same in writing.

9.4 If any of these conditions are not satisfied or waived, Buyer shall have the right to terminate this Agreement by notice to Seller no later than the date of closing. In the event of termination, this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement.

10. **Seller's Assistance.** From time to time at the request of Buyer, up to the closing of the conveyance of the Premises, and without further consideration, Seller shall execute and deliver, and/or join with Buyer in executing and delivering such applications for licenses, variance, zoning changes, approvals, permits and consents from governmental bodies, utility companies, financial institutions, and other entities and shall supply such information, execute such forms and take such actions as Buyer may reasonably request in order to proceed with Buyer's Intended Use of the Premises; provided, however, that Seller shall not be required to incur any expenses or liabilities in connection with these matters. Seller may not file an objection to or oppose Buyer's Intended Use of the Premises.

11. **Miscellaneous.**

11.1 **Personal property/fixtures.** Seller shall be entitled to remove any appliances, art, or wall attachments which do not constitute fixtures, and its personal property, prior to vacating the property. All fixtures and equipment attached to the building shall remain with the building.

11.2 **Notices.** All notices, requests and demands to or upon any party to this Agreement shall be in writing and shall be personally delivered, or mailed first class, postage prepaid, addressed to such parties as follows, or to such other address as may be designated in writing by such party to the other party:

SELLER: Mr. Anthony G. Smith, Superintendent.
825 Waycross Road, Suite A
Cincinnati, OH 45240

BUYER: Mr. Tim Ackermann, Assistant Superintendent

11083 Hamilton Ave
Cincinnati, OH 45231

All notices shall be deemed made and received on the date postmarked if mailed in the manner above provided, or on the date delivered if personally delivered.

11.3 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

11.4 **Merger and Modification.** This constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior discussions, negotiations and agreements between the parties are merged in this Agreement. All representations and warranties contained herein shall survive the closing and shall not be merged into the deed.

11.5 **Governing Law.** This Agreement is being executed and delivered and is intended to be performed in the State of Ohio and shall be construed and enforced in accordance with and the rights of the parties shall be governed by, the laws of the State of Ohio.

11.6 **Entire Agreement.** This Agreement constitutes the entire contract between the parties and supersedes all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution of this Agreement and none have been relied upon by either party. Any subsequent conditions, representations, warranties, amendments or agreements shall not be valid and binding upon the parties unless in writing and signed by both of the parties.

11.7 **Severability.** In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of the Agreement. If any provision of the Agreement shall be deemed invalid due to its scope or breadth, such provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

11.8 **Survival of Representations, Warranties and Indemnities.** All warranties, representations, and indemnities made by the parties hereto shall survive payment and performance of the obligations imposed by this Agreement.

11.9 **Counterparts.** This Agreement may be executed by both parties in counterparts, each of which shall be deemed an original, and all of such counterparts taken together shall constitute one and the same Agreement.

11.10 **Time of Essence.** TIME IS OF THE ESSENCE UNDER THIS AGREEMENT.

11.11 **Construction.** No provisions of this Agreement shall be construed by any court or other judicial authority against any party by reason of that party's being deemed to have drafted or structured the provisions of this Agreement.

EXHIBIT A

Auditor's Parcel No. 591-0009-0335-90 and 591-0009-0336 cons.:

All that tract of land situated in the State of Ohio, County of Hamilton, Springfield Township, Entire Range 1, Town 3, Section 24, and being more particularly described as follows:

Starting at a point, which is the common corner of Sections 13, 18, 19, and 24, thence along the North line of Section 24, S 80° 38' 10" W, 700.00 feet to a point in the westerly line of lands previously conveyed to Warner-Kanter, Inc. (formerly Model City Development Company) by deed as recorded in Deed Book 2821, Page 363, Hamilton County, Ohio Records; thence along the said Westerly line the following 2 (two) courses: S 5° 04' 18" E, 2046.936 feet to a point; thence S 84° 55' 42" W, 129.60 feet to the true point of beginning; thence N 11° 01' 00" E, .016 foot to a point; thence N 2° 12' 00" W, 114.63 feet to a point; thence N 16° 50' 00" W, 114.63 feet to a point; thence N 31° 28' 00" W, 114.63 feet to a point; thence N 46° 41' 00" W, 56.86 feet to a point; thence N 43° 19' 00" E, 124.18 feet to a point; thence along the arc of a curve, bearing to the left, having a radius of 570.00 feet, a distance of 10.00 feet to a point, said arc being subtended by a chord having a length of 10.00 feet and bearing N 46° 41' 00" W, thence S 43° 19' 00" W, 124.18 feet to a point; thence N 46° 41' 00" W, 56.86 feet to a point; thence N 61° 54' 00" W, 114.63 feet to a point; thence N 70° 15' 00" 674.04 feet to a point; thence S 19° 45' 00" W, 243.82 feet to a point; thence S 1° 20' 00" W, 103.90 feet to a point; thence S 78° 47' 00" W, 119.69 feet to a point; thence along the arc of a curve bearing to the left, having a radius of 370.00 feet a distance of 10.00 feet to a point, said arc being subtended by a chord having a length of 10.00 feet and bearing S 11° 13' 00" E; thence N 78° 47' 00" E, 119.75 feet to a point; thence S 24° 26' 00" E, 107.83 feet to a point; thence S 32° 15' 00" E, 202.04 feet to a point; thence 62° 04' 00" W, 121.78 feet to a point; thence along the arc of a curve, bearing to the right, having a radius of 505.00 feet a distance of 109.28 feet to a point, said arc being subtended by a chord having a length of 109.07 feet and bearing S 21° 44' 04" E, said point being in the aforementioned Westerly line of lands previously conveyed; thence along the arc of a curve, bearing to the right, having a radius of 505.00 feet, a distance of 92.40 feet to a point, said arc being subtended by a chord having a length of 92.27 feet and bearing S 10° 17' 36" E, thence S 5° 03' 06" E, 55.53 feet to a point; thence along the arc of a curve, bearing to the left, having a radius of 12.50 feet a distance of 19.63 feet to a point, said arc being subtended by a chord having the length of 17.68 feet and bearing S 50° 03' 06" E; thence N 84° 56' 54" E, 509.68 feet to a point; thence along the arc of a curve, bearing to the right, having a radius of 1548.00 feet, a distance of 104.30 feet to a point, said arc being subtended by a chord having a length of 104.29 feet and bearing N 86° 52' 42" E; thence N 1° 11' 30" W, 125.02 feet to a point; thence S 86° 45' 00" E, 261.57 feet to a point; thence N 11° 01' 00" E 79.91 feet to the true point of beginning.

Containing 14.79 acres.

IN WITNESS WHEREOF, the authorized representatives of the parties have each set their hand hereunder in order to signify their intent to be bound by the foregoing.

SELLER:

**BOARD OF EDUCATION OF THE
WINTON WOODS CITY SCHOOL
DISTRICT**



Paula Kuhn, President

Date



Randy Seymour, Treasurer

Date

BUYER:

**GOVERNING BOARD OF THE
HAMILTON COUNTY EDUCATIONAL
SERVICE CENTER**

Fred Hunt, President

Date

Megan Jackson, Treasurer

Date