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.
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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.
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
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 Hassert, Sub. Clerical, WWSC, $15.10/hr, effective 01/17/23
Leah Hassert, 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
Briana 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 Hassert, 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 Briana Savin
Libby Culp Sarah Kelly Tyra Shepherd
Kim Foster Andrea Marley Ramona Watkins
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 Woelfl, 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 Levet, Swim Assistant Special Ed., $29.60/hr, effective 01/30/23
LaJae 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 Hanning, 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 Suessberry, 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
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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 Schaefer, 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.
SUPERINTENDENT’S RECOMMENDATIONS – (Cont.)

Revised Policy po5133 – Students – Inter-District Open Enrollment
02-27-23 On a motion by Dr. Johnson, seconded by Ms. Bryant to approve Revised Policy po5133 – 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.
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.
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
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<tr>
<th>Fund</th>
<th>Balance</th>
<th>Beginning Balance</th>
<th>Book Balance</th>
<th>Bank Balance</th>
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<td>General Fund</td>
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<td>Bond Retirement</td>
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<td>Building</td>
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<td>007</td>
<td>Special Trust</td>
<td>124,918.12</td>
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<td>010</td>
<td>Classroom Facilities</td>
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<td>Public School Support</td>
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<td>019</td>
<td>Local Grants</td>
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<td>022</td>
<td>District Agency</td>
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<td>034</td>
<td>Classroom Facilities Maintenance</td>
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<td>Activity Fund</td>
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<td>300</td>
<td>Athletic Fund</td>
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<td>401-9022</td>
<td>Auxiliary Services - JPII</td>
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<td>Early Childhood Education</td>
<td>1,210.82</td>
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<td>Connectivity</td>
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<td>ESSEN I</td>
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<td>ARRIESSER III</td>
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<td>ARP IDEA</td>
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<td>Title I Non-Competitive School Improv FY23</td>
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<td>551-9023</td>
<td>Title III LEP FY23</td>
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<td>Title III Immigrant</td>
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<td>Title I FY23</td>
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<td>572-9022</td>
<td>SII</td>
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<td>ARP ESCE IDEA-B</td>
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<td>590-9023</td>
<td>Title II-A FY23</td>
<td>347.15</td>
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| Total Adjusted Fund Balance | $33,857,656.92 | Adjusted Book Balance | $33,857,656.92 | Adjusted Bank Balance | $33,857,656.92 |

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

Randy L. Seymour, Treasurer
6.011

WINNIE WOODS CITY SCHOOLS
Bank Reconciliation Statement
January 2023 (Year to Date)
**WINTON WOODS CITY SCHOOLS**
General Fund Receipts
January 31, 2023

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

(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

<table>
<thead>
<tr>
<th></th>
<th>Appropriation</th>
<th>% Total</th>
<th>Expended MTD</th>
<th>Expended FYTD</th>
<th>Encumbered FYTD</th>
<th>Balance</th>
<th>% Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services (100)</td>
<td>$32,141,000</td>
<td>56.88%</td>
<td>$2,569,904</td>
<td>$17,724,207</td>
<td>$0</td>
<td>$14,416,793</td>
<td>55.15%</td>
</tr>
<tr>
<td>Fringe Benefits (200)</td>
<td>11,749,050</td>
<td>20.79%</td>
<td>1,500,243</td>
<td>6,778,469</td>
<td>148,698</td>
<td>$4,823,883</td>
<td>58.94%</td>
</tr>
<tr>
<td>Purchased Services (400)</td>
<td>9,425,554</td>
<td>16.68%</td>
<td>590,166</td>
<td>4,222,542</td>
<td>3,748,933</td>
<td>$1,454,079</td>
<td>84.57%</td>
</tr>
<tr>
<td>Materials &amp; Supplies (500)</td>
<td>1,893,262</td>
<td>3.35%</td>
<td>77,176</td>
<td>1,105,200</td>
<td>392,515</td>
<td>$395,547</td>
<td>79.11%</td>
</tr>
<tr>
<td>Capital Outlay (600)</td>
<td>227,400</td>
<td>0.40%</td>
<td>0</td>
<td>70,354</td>
<td>0</td>
<td>$157,046</td>
<td>30.94%</td>
</tr>
<tr>
<td>Other (800)</td>
<td>818,600</td>
<td>1.45%</td>
<td>18,817</td>
<td>440,981</td>
<td>59,646</td>
<td>$317,973</td>
<td>61.16%</td>
</tr>
<tr>
<td>Transfers/Advances (900)</td>
<td>254,500</td>
<td>0.45%</td>
<td>0</td>
<td>42,000</td>
<td>0</td>
<td>$212,500</td>
<td>16.50%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$56,509,366</strong></td>
<td>100.00%</td>
<td><strong>$4,766,306</strong></td>
<td><strong>$30,381,754</strong></td>
<td><strong>$4,349,792</strong></td>
<td><strong>$21,777,821</strong></td>
<td>61.46%</td>
</tr>
</tbody>
</table>

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:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FY23 Appropriations</td>
<td>$56,278,125</td>
</tr>
<tr>
<td>FY22 Carryover Encumbrances</td>
<td>233,241</td>
</tr>
<tr>
<td>Total Appropriations</td>
<td><strong>$56,509,366</strong></td>
</tr>
</tbody>
</table>
## WINTON WOODS CITY SCHOOLS
General Fund Expenditures by Function
January 31, 2023

<table>
<thead>
<tr>
<th>Appropriation Summary</th>
<th>% Total</th>
<th>Expended FYTD</th>
<th>Encumbered FYTD</th>
<th>Balance</th>
<th>% Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular (1100)</td>
<td>37.10%</td>
<td>$11,734,055</td>
<td>$327,232</td>
<td>$8,902,576</td>
<td>57.53%</td>
</tr>
<tr>
<td>Special (1200)</td>
<td>21.99%</td>
<td>$6,453,227</td>
<td>$1,402,200</td>
<td>$4,573,013</td>
<td>63.21%</td>
</tr>
<tr>
<td>Pupils (2100)</td>
<td>7.07%</td>
<td>$208,063</td>
<td>$34,493</td>
<td>$76,026</td>
<td>75.66%</td>
</tr>
<tr>
<td>Instructional Staff (2200)</td>
<td>4.29%</td>
<td>$1,256,857</td>
<td>$128,771</td>
<td>$1,036,526</td>
<td>57.21%</td>
</tr>
<tr>
<td>Board of Education (2300)</td>
<td>0.57%</td>
<td>$208,063</td>
<td>$34,493</td>
<td>$76,026</td>
<td>75.66%</td>
</tr>
<tr>
<td>School Adm. (2400)</td>
<td>7.80%</td>
<td>$2,577,939</td>
<td>$82,155</td>
<td>$1,747,787</td>
<td>80.35%</td>
</tr>
<tr>
<td>Fiscal Services (2500)</td>
<td>2.98%</td>
<td>$916,999</td>
<td>$70,187</td>
<td>$699,564</td>
<td>58.53%</td>
</tr>
<tr>
<td>Business Services (2600)</td>
<td>0.69%</td>
<td>$184,133</td>
<td>$3,797</td>
<td>$194,754</td>
<td>49.71%</td>
</tr>
<tr>
<td>Oper. of Plant (2700)</td>
<td>7.52%</td>
<td>$2,254,081</td>
<td>$1,320,606</td>
<td>$672,987</td>
<td>84.16%</td>
</tr>
<tr>
<td>Pupil Trans. (2800)</td>
<td>6.12%</td>
<td>$1,749,059</td>
<td>$364,066</td>
<td>$1,343,350</td>
<td>61.14%</td>
</tr>
<tr>
<td>Central Support Services (2900)</td>
<td>1.48%</td>
<td>$471,895</td>
<td>$22,278</td>
<td>$342,427</td>
<td>59.07%</td>
</tr>
<tr>
<td>Community Services (3000)</td>
<td>0.06%</td>
<td>28,385</td>
<td>140</td>
<td>7,975</td>
<td>78.15%</td>
</tr>
<tr>
<td>Extracurricular (4000)</td>
<td>1.73%</td>
<td>$599,984</td>
<td>$13,480</td>
<td>$392,937</td>
<td>82.83%</td>
</tr>
<tr>
<td>Capital Outlay (5000)</td>
<td>0.16%</td>
<td>$49,782</td>
<td>$37,560</td>
<td>$68</td>
<td>99.22%</td>
</tr>
<tr>
<td>Contingencies and Transfers (7000)</td>
<td>0.45%</td>
<td>0</td>
<td>212,500</td>
<td>16.50%</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100.00%</td>
<td>$4,348,782</td>
<td>$21,777,821</td>
<td>$56,509,366</td>
<td>61.46%</td>
</tr>
</tbody>
</table>

### Functions:

1. **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.

2. **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.

3. **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. aids and media services.

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

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

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

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

8. **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.

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

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

11. **Community Services (3000):** Activities, other than general administration, which support each of the other instructional and supporting services programs. e.g., Personnel and technology.

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

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

14. **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

---

<table>
<thead>
<tr>
<th>Appropriation Summary</th>
<th>% Total</th>
<th>Expended FYTD</th>
<th>Encumbered FYTD</th>
<th>Balance</th>
<th>% Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY23 Appropriations</td>
<td>100.00%</td>
<td>$4,756,308</td>
<td>$30,381,754</td>
<td>$4,348,782</td>
<td>$21,777,821</td>
</tr>
<tr>
<td>FY22 Carryover Encumbrances</td>
<td>0.00%</td>
<td>0</td>
<td>212,500</td>
<td>16.50%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Appropriations</strong></td>
<td>100.00%</td>
<td>$4,756,308</td>
<td>$30,381,754</td>
<td>$4,348,782</td>
<td>$21,777,821</td>
</tr>
</tbody>
</table>
# Winton Woods City Schools

**Year To Date Summary as of January 31, 2023**

<table>
<thead>
<tr>
<th>FUND Description</th>
<th>Beginning Balance</th>
<th>FYTD Revenues</th>
<th>FYTD Expenditures</th>
<th>Current Fund Balance</th>
<th>Current Encumbrances</th>
<th>Unencumbered Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>001 General</strong></td>
<td>$16,723,102</td>
<td>$32,966,334</td>
<td>$30,381,754</td>
<td>$19,307,682</td>
<td>$4,349,792</td>
<td>$14,957,891</td>
</tr>
<tr>
<td><strong>Special Revenue Funds:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>018 Public School Support</td>
<td>65,458</td>
<td>59,249</td>
<td>29,766</td>
<td>94,941</td>
<td>4,607</td>
<td>90,334</td>
</tr>
<tr>
<td>019 Other Grants</td>
<td>145,072</td>
<td>12,119</td>
<td>24,657</td>
<td>132,534</td>
<td>4,661</td>
<td>127,873</td>
</tr>
<tr>
<td>034 Classroom Facilities Maint.</td>
<td>1,427,600</td>
<td>155,171</td>
<td>103,964</td>
<td>1,478,807</td>
<td>58,902</td>
<td>1,419,905</td>
</tr>
<tr>
<td>300 District Managed Activity</td>
<td>138,487</td>
<td>182,394</td>
<td>158,739</td>
<td>162,142</td>
<td>76,266</td>
<td>85,876</td>
</tr>
<tr>
<td>401 Auxiliary Services</td>
<td>99,525</td>
<td>180,922</td>
<td>223,364</td>
<td>57,083</td>
<td>118,422</td>
<td>(61,339)</td>
</tr>
<tr>
<td>439 Preschool Education</td>
<td>0</td>
<td>62,087</td>
<td>60,876</td>
<td>1,211</td>
<td>0</td>
<td>1,211</td>
</tr>
<tr>
<td>451 Data Communication</td>
<td>0</td>
<td>5,400</td>
<td>0</td>
<td>5,400</td>
<td>0</td>
<td>5,400</td>
</tr>
<tr>
<td>461 Vocational Ed Enhancements</td>
<td>0</td>
<td>6,200</td>
<td>6,200</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>499 Miscellaneous State Grants</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>507 ESSER</td>
<td>(148,341)</td>
<td>2,734,619</td>
<td>2,583,403</td>
<td>2,875</td>
<td>5,442,120</td>
<td>(5,439,245)</td>
</tr>
<tr>
<td>516 IDEA</td>
<td>17,890</td>
<td>569,159</td>
<td>581,216</td>
<td>5,833</td>
<td>87,246</td>
<td>(81,413)</td>
</tr>
<tr>
<td>536 Title I School Improvement</td>
<td>0</td>
<td>32,438</td>
<td>32,436</td>
<td>(25)</td>
<td>69,750</td>
<td>(69,775)</td>
</tr>
<tr>
<td>551 Limited English Proficiency</td>
<td>865</td>
<td>64,927</td>
<td>64,846</td>
<td>945</td>
<td>5,608</td>
<td>(4,662)</td>
</tr>
<tr>
<td>572 Title I, SQI and EOE C</td>
<td>19,266</td>
<td>944,226</td>
<td>963,176</td>
<td>315</td>
<td>110,948</td>
<td>(110,633)</td>
</tr>
<tr>
<td>584 Title IV-A</td>
<td>0</td>
<td>66,370</td>
<td>64,467</td>
<td>1,903</td>
<td>6,080</td>
<td>(4,177)</td>
</tr>
<tr>
<td>587 IDEA Early</td>
<td>973</td>
<td>8,503</td>
<td>9,473</td>
<td>3</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>590 Title II-A</td>
<td>561</td>
<td>118,944</td>
<td>119,158</td>
<td>347</td>
<td>13,261</td>
<td>(12,914)</td>
</tr>
<tr>
<td>599 Miscellaneous Federal Grants</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Debt Service Funds:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>002 Bond Retirement</td>
<td>3,482,565</td>
<td>2,535,473</td>
<td>2,148,996</td>
<td>3,869,042</td>
<td>1,112,628</td>
<td>2,756,415</td>
</tr>
<tr>
<td><strong>Capital Projects Funds:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>003 Permanent Improvement</td>
<td>985,700</td>
<td>469,912</td>
<td>161,330</td>
<td>1,294,283</td>
<td>619,227</td>
<td>675,056</td>
</tr>
<tr>
<td>004 Building</td>
<td>260,849</td>
<td>15,925</td>
<td>101,765</td>
<td>175,009</td>
<td>158,498</td>
<td>16,511</td>
</tr>
<tr>
<td>010 Classroom Facilities</td>
<td>5,045,017</td>
<td>205,735</td>
<td>573,095</td>
<td>4,677,658</td>
<td>1,738,490</td>
<td>2,939,168</td>
</tr>
<tr>
<td>007 Special Trust</td>
<td>101,956</td>
<td>51,179</td>
<td>28,516</td>
<td>124,619</td>
<td>17,036</td>
<td>107,583</td>
</tr>
<tr>
<td><strong>Agency Funds:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>200 Student Activity</td>
<td>28,000</td>
<td>9,705</td>
<td>19,533</td>
<td>18,172</td>
<td>16,331</td>
<td>1,841</td>
</tr>
<tr>
<td>022 District Agency</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Enterprise Funds:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>006 Food Services</td>
<td>1,645,730</td>
<td>1,149,354</td>
<td>1,417,245</td>
<td>1,377,839</td>
<td>567,205</td>
<td>810,634</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$30,040,276</td>
<td>$42,606,345</td>
<td>$39,858,002</td>
<td>$32,788,619</td>
<td>$14,787,024</td>
<td>$18,001,595</td>
</tr>
</tbody>
</table>

6.015
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:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Investments</th>
<th>Interest</th>
<th>Interest Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money Markets:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Star Ohio</td>
<td>$15,499,276</td>
<td>$47,183</td>
<td>4.72%</td>
</tr>
<tr>
<td>Meeder Investments</td>
<td>8,738,626</td>
<td>9,927</td>
<td>various</td>
</tr>
<tr>
<td>8th/3rd</td>
<td>3,698,202</td>
<td>1,278</td>
<td>0.50%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>27,936,304</td>
<td>58,388</td>
<td></td>
</tr>
<tr>
<td><strong>Building Fund:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local Share:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money Markets:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Star Ohio</td>
<td>4,864,032</td>
<td>18,824</td>
<td>4.72%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4,864,032</td>
<td>18,824</td>
<td></td>
</tr>
<tr>
<td><strong>Building Fund:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Share:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money Markets:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Star Ohio</td>
<td>54,005</td>
<td>275</td>
<td>4.72%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>54,005</td>
<td>275</td>
<td></td>
</tr>
</tbody>
</table>

Total: $32,854,341, $77,487
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.

[Signature]
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.

[Signature]
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.

[Signature]
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.

[Signature]
Treasurer
### Substitute Rates and Temporary Rates

#### Salary Schedule

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Support Staff</strong></td>
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<tr>
<td>Assistants</td>
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<tr>
<td>Clerical</td>
<td>15.10</td>
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<td>Food Service - Catering and Call Center</td>
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<tr>
<td>Student Summer Help</td>
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<tr>
<td><strong>Instructional Staff</strong></td>
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<tr>
<td>Substitute Teacher (day rate)</td>
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<tr>
<td>Tutor (hourly rate)</td>
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</tr>
<tr>
<td>Long-Term Sub. Teacher (After 30 days in same position.)</td>
<td>Bachelor's 0</td>
</tr>
</tbody>
</table>
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)

Anthony G. Smith
Superintendent/Head of School
(Print)

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

[Signature]
Paula Kuhn, President

[Date]

BUYER:

GOVERNING BOARD OF THE HAMILTON COUNTY EDUCATIONAL SERVICE CENTER

[Signature]
Fred Hunt, President

[Date]

[Signature]
Randy Seymour, Treasurer

[Date]

[Signature]
Megan Jackson, Treasurer

[Date]