

Winton Woods Board of Education
Minutes
Regular Meeting – June 26, 2023

The Winton Woods Board of Education met in Regular Session on Monday, June 26, 2023 at Winton Woods South Campus, Lake Room 1106, 147 Farragut Road, Cincinnati, Ohio. Vice President Bryant 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. Jeff Berte, Ms. Debra Bryant, Dr. Viola Johnson. Mr. Brandon Smith arrived at 6:35. Absent Mrs. Paula Kuhn. Also present were Mr. Anthony Smith, Superintendent and Mr. Randy Seymour, Treasurer.

PUBLIC COMMENTS

Ms. Jenetta Thomas briefly addressed the board concerning back to school orientation for special education students.

COMMENTS TO THE BOARD OF EDUCATION FROM THE ASSOCIATIONS

WWTA REPRESENTATIVE – Absent

OAPSE REPRESENTATIVE – Present

APPROVAL OF MINUTES

Regular Meeting – May 22, 2023; Abstaining Ms. Bryant

Regular Meeting – June 12, 2023

TREASURER'S REPORT

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

TREASURER'S RECOMMENDATIONS

Investments – May, 2023

06-59-23 On a motion by Mr. Berte, seconded by Dr. Johnson to approve the Investment Report for May, 2023.

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

Vice President Bryant declared the motion carried.

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TREASURER'S RECOMMENDATIONS – (Cont.)

Student Fee Schedule for 2023-2024

06-60-23 On a motion by Dr. Johnson, seconded by Mr. Berte to approve the Student Fee Schedule for the School Year 2023-2024 as presented. (Attached)

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

Vice President Bryant declared the motion carried.

Final Appropriations Resolution for Fiscal Year 2022-2023

06-61-23 On a motion by Mr. Berte, seconded by Dr. Johnson to approve the Final Appropriations Resolution for Fiscal Year 2022-2023 as presented. (Attached)

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

Vice President Bryant declared the motion carried.

Temporary Appropriations Resolution for Fiscal Year 2023-2024

06-62-23 On a motion by Dr. Johnson, seconded by Mr. Berte to approve the Temporary Appropriations Resolution for Fiscal Year 2023-2024 as presented. (Attached)

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

Vice President Bryant declared the motion carried.

Voucher Joinder Resolution

06-63-23 On a motion by Dr. Johnson, seconded by Mr. Berte to adopt the "Voucher Joinder Resolution" as presented. (Attached)

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

Vice President Bryant declared the motion carried.

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REPORTS OF THE SUPERINTENDENT

- (a) Individuals with Disabilities Education Act (IDEA) Part B Budget and Public Input presented by Ms. Tonya Bray, Director of Special Services - (Copy of Presentation Attached)
- (b) Comprehensive Continuous Improvement Plan (CCIP) Presented by Mr. Doug Sanker, Supervisor of State and Federal Programs, /Testing Coordinator of Federal Programs

SUPERINTENDENT'S RECOMMENDATION

Comprehensive Continuous Improvement Plan (CCIP)

06-64-23 On a motion by Mr. Berte, seconded by Dr. Johnson to approve the Comprehensive Continuous Improvement Plan to be submitted to the Ohio Department of Education as present. (Attached)

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

Vice President Bryant declared the motion carried.

REPORTS OF THE SUPERINTENDENT – (Cont.)

- (c) Certification of Standards Governing Types of Foods and Beverages Sold on School Premises – Certification Attached
- (d) Capital Improvements Report and Update
- (e) First Read: New, Revised and Rescinded Board Policies
 - Revised Policy po5310 - Students - Student Health Screening
 - Revised Policy po5610 - Students - Removal, Suspension, Expulsion, and Permanent Exclusion of Students
 - Revised Policy po6325 - Finances - Procurement - Federal Grants_Funds
 - Revised Policy po8390 - Operations - Animals on District Property
 - Revised Policy po8400 - Operations - School Safety
 - Revised Policy po8420 - Operations - Emergency Situations at Schools
- (f) Facilities Update

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SUPERINTENDENT'S RECOMMENDATIONS

Personnel Schedules

06-65-23 On a motion by Dr. Johnson, seconded by Mr. Bertc to approve the personnel schedules as presented.

Schedule A – Resignations/Retirements

Resignations:

Shania Barnett, Special Education Asst., NCMS, effective 05/26/23
Dandra Beal, Teacher, Project Success, effective 06/13/23
William Brown, Teacher, NCMS, effective 06/30/23
Princess Crenshaw, Assistant Principal, NCHS, effective 07/31/23
Kristen Morales, Special Education Asst., Rost School, 08/01/23
Jacob Nolan, Teacher, NCMS, effective 06/01/23
Andrew Polley, Teacher, SCIS, effective 08/01/23
Shalitha Reese, Assistant Principal, ECCC, effective 07/31/23
Andrea Talbott, Teacher, NCHS, effective 06/01/23
Andre Tate, Education Asst., NCHS, effective 06/02/23
Kasey Vogel, Teacher, SCIS, effective 06/01/23
Bridget Zentmeyer, Teacher, NCHS, effective 06/01/23
Rachel Robinson, Teacher, ECCC, effective 06/16/23

Schedule B – Personnel Employment Certificated

See Attached:

Schedule C – Support Staff Appointments

Change in Employment:

Talisma Buckman, Special Education Asst., from 12 month to 9 month Assistant, NCMS, \$20.45/hr, effective 06/05/23
Sherwin Sutherland, from Maintenance I to Building and Grounds Supervisor, per diem, effective 07/01/23 – 07/31/23
Sherwin Sutherland, From Maintenance I to Building and Grounds Supervisor, \$68,675 effective 08/01/23
Jaqueline Herrera, from Sub. Clerical to Clerical A, NCHS, \$16.83/hr, effective 07/01/23

Summer Staff:

Paul Strong, Sub. Bus Driver, regular rate of pay, effective 06/05/23 - 08/04/23
Jerry Schappacher, Sub. Bus Driver, regular rate of pay, effective 06/05/23 - 08/04/23
Daniel Peter, Sub. Custodian, \$16.06/hr, effective 06/05/23 - 08/04/23

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

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

See Attached:

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

Vice President Bryant declared the motion carried.

Exempt Employee Salary Schedule

06-66-23 On a motion by Mr. Berte, seconded by Dr. Johnson to approve the Exempt Employee Salary Schedule effective July 1, 2023 as presented. (Attached)

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

Vice President Bryant declared the motion carried.

Exempt Employees Step Placement for 2023-2024

06-67-23 On a motion by Dr. Johnson, seconded by Mr. Berte to approve the Exempt Employees Step Placement on the Exempt Employee Salary Schedule effective July 1, 2023 as presented. (Attached)

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

Vice President Bryant declared the motion carried.

Overnight – Extended Student Trips

06-67-23 On a motion by Mr. Berte, seconded by Dr. Johnson to approve the following Proposals for Overnight – Extended Student Trips – Winton Woods High School Academy of Global Studies.

- Academy of Global Studies 9th Grade Trip; April 18th – April 20th, 2024; Howell, Michigan and Detroit, Michigan
- Academy of Global Studies 10th Grade Trip; March 27th – March 29th, 2024; New York, New York
- Academy of Global Studies 11th Grade Trip; March 27th – March 29th, 2024; Washington D.C., Maryland and Virginia
- Academy of Global Studies 12th Grade Trip; April 18th – April 20th, 2024; Chicago, Illinois

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

Vice President Bryant declared the motion carried.

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SUPERINTENDENT’S RECOMMENDATIONS – (Cont.)

Schools Declared as Impractical to Provide Pupil Transportation

06-68-23 On a motion by Dr. Johnson, seconded by Mr. Berte to approve the schools determined impractical to provide pupil transportation for the 2023-2024 school year as presented. (Attached)

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

Vice President Bryant declared the motion carried.

Replacement, Rescind, and Revised Board Policies

06-69-23 On a motion by Dr. Johnson, seconded by Mr. Berte to approve the Revised Board Policies as presented. (Copy available from the Office of the Superintendent)

- Replacement Policy po8120 - Operations – Volunteers
- Rescind po3120.09 - Professional Staff – Volunteers
- Rescind po4129.09 - Classified Staff – Volunteers
- Revised Policy po5512 - Students - Tobacco Use Prevention
- Revised Policy po7434 - Property - Tobacco Use Prevention
- Revised Policy po9160 - Relations - Public Attendance at School Events
- Replacement Policy po2271 - Program - College Credit Plus Program
- Rescind po5461.01 - Students - Physical Education Waiver

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

Vice President Bryant declared the motion carried.

Maronda Homes Purchase Agreement

06-70-23 On a motion by Mr. Berte, seconded by Dr. Johnson to approve the Purchase Agreement from Maronda Homes to purchase 2 properties from the Winton Woods City School District; 1501 Kingsbury Drive and 9211 Halesworth Drive. (Attached)

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

Vice President Bryant declared the motion carried.

BOARD OF EDUCATION REPORTS

- Legislative Report
- Great Oaks Report

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BOARD ITEMS

Change in Date for July Meeting and Change in Location for Board of Education Meetings

06-71-23 On a Motion by Dr. Johnson, seconded by Mr. Berte to approve a change in the date for the Regular Meeting on July 24, 2023 to July 31, 2023 and to approve a change in location from Winton Woods South Campus, Lake Room 1106, 147 Farragut Road, Cincinnati, Ohio to Winton Woods North Campus, Room 1656, 1231 West Kemper Road, Cincinnati, Ohio, for the following Regular Board Meetings:

- July 31
- August 28
- September 25
- October 23
- November 20
- December 11

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

Vice President Bryant declared the motion carried.

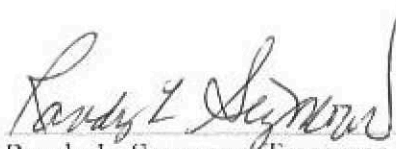
COMMENTS FROM MEMBERS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

ADJOURNMENT

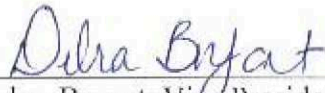
There being no further business, Vice President Bryant declared the meeting adjourned at 7:52 p.m.

ATTEST:

APPROVED:



Randy L. Seymour, Treasurer




Ms. Debra Bryant, Vice President

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

Fund Balance		Book Balance		Bank Balance		
001	General Fund	\$18,879,102.77	Beginning Balance	\$30,040,275.65	Fifth Third Bank	\$1,205,785.32
002	Bond Retirement	3,875,531.94			Petty Cash	500.00
003	Permanent Improvement	2,410,514.88	Plus: Receipts	68,127,329.52	Food Service-Drawer	250.00
004	Building	175,036.98	Less: Expenditures	(64,311,043.13)	Athletic-Gate	0.00
006	Lunchroom	1,697,743.44				
007	Special Trust	131,828.86				
010	Classroom Facilities	5,069,895.55				
018	Public School Support	87,448.75	Ending Balance	33,856,562.04	Total	1,206,535.32
019	Local Grants	127,807.16				
022	District Agency	0.00				
034	Classroom Facilities Maintenance	1,501,411.33	Outstanding Warrants			
200	Activity Fund	21,156.90				
300	Athletic Fund	144,523.98	Fifth Third Bank	458,278.92	Investments	
401-9022	Auxiliary Services - JPII	122,957.44			Star Ohio	19,089,603.68
430-9023	Early Childhood Education	(1,370.83)			Star Ohio - Building Local	4,827,146.09
461-9023	Connectivity	10,800.00			Star Ohio - Building State	416,762.44
461-9023	HSTW	0.00			Meeder Investments	8,774,103.63
499-9023	School Safety Grant	21,027.14			Meeder Invest (Building)	0.00
499-9323	EPA Grant	4,772.00				33,107,615.74
507-9021	ESSER I	0.00				
507-9022	ESSER II	0.00				
507-9023	ARPESSER III	1,918.63				
507-9222	ARP Homeless	(166.47)	Total	458,278.92		
516-9023	IDEA-B FY23	9,543.28				
516-9222	ARP IDEA	807.81				
536-9023	Title I Non-Competive School Improv FY23	(3.11)				
551-9023	Title III LEP FY23	298.33	Book Adjustments		Bank Adjustments	
551-9223	Title III Immigrant	646.81			Pay School Accounts	
572-9023	Title I FY23	(10,862.32)			Food Service	292.90
572-9222	SQI	(47.32)			General Acct	397.00
572-9323	EEOC	0.00			Pay School In-Transit	689.90
584-9023	Title IV-A FY23	(27,113.68)				
587-9023	ESCE IDEA-B FY23	48.08				
587-9222	ARP ESCE IDEA-B	0.00				
590-9023	Title II-A FY23	1,523.70				
			Total	0.00	Total	689.90
Total Fund Balance		33,856,562.04	Book Balance	33,856,562.04	Bank Balance	1,206,535.32
Plus: outstanding warrants		458,278.92	Plus: outstanding warrants	458,278.92	Plus: investments	33,107,615.74
		0.00	Plus: book adjustments	0.00	Plus: bank adjustments	689.90
Adjusted Fund Balance		\$34,314,840.96	Adjusted Book Balance	\$34,314,840.96	Adjusted Bank Balance	\$34,314,840.96

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


Randy L. Seymour, Treasurer

6.011

WINTON WOODS CITY SCHOOLS

General Fund Receipts

May 31, 2023

	<u>Estimated Revenue</u>	<u>Revenue MTD</u>	<u>Revenue FYTD</u>	<u>Percentage Received</u>
Local:				
Real Estate Taxes	\$25,000,000	\$0	25,092,498	100.37%
Personal Property	0	0	0	0.00%
Tuition (1)	1,100,000	3,200	1,113,364	101.21%
Interest	725,000	93,003	718,773	99.14%
Student Fees	15,000	9,158	20,434	136.23%
Rental Fees	230,000	5,593	146,196	63.56%
Other (2)	555,000	63,962	319,642	57.59%
Total Local Revenue	<u>27,625,000</u>	<u>174,915</u>	<u>27,410,907</u>	<u>99.23%</u>
State:				
Foundation Fund	18,963,600	1,598,775	17,552,407	92.56%
Homestead & Rollback	2,700,000	1,356,609	2,715,274	100.57%
Other (3)	2,747,000	206,589	2,503,256	91.13%
Total State Revenue	<u>24,410,600</u>	<u>3,161,972</u>	<u>22,770,938</u>	<u>93.28%</u>
Federal:				
Other (4)	600,000	0	55,907	9.32%
Total Federal Revenue	<u>600,000</u>	<u>0</u>	<u>55,907</u>	<u>9.32%</u>
GRAND TOTAL	<u>\$52,635,600</u>	<u>\$3,336,888</u>	<u>50,237,751</u>	<u>95.44%</u>

(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
May 31, 2023

	<u>Appropriation + Carry Over</u>	<u>% Total Appr.</u>	<u>Expended MTD</u>	<u>Expended FYTD</u>	<u>Encumbered FYTD</u>	<u>Balance</u>	<u>% Spent</u>
Personal Services (100)	\$31,856,000	56.37%	\$2,698,578	\$28,088,963	\$0	\$3,767,037	88.17%
Fringe Benefits (200)	11,749,050	20.79%	852,680	10,211,268	53,608	\$1,484,174	87.37%
Purchased Services (400)	9,533,054	16.87%	966,991	7,534,798	1,433,103	\$565,153	94.07%
Materials & Supplies (500)	2,320,762	4.11%	148,171	1,603,626	477,073	\$240,064	89.66%
Capital Outlay (600)	207,400	0.37%	0	78,714	0	\$128,686	37.95%
Other (800)	793,600	1.40%	22,552	722,382	9,003	\$62,215	92.16%
Transfers/Advances (900)	49,500	0.09%	0	42,000	0	\$7,500	84.85%
Total	\$56,509,366	100.00%	\$4,688,972	\$48,281,750	\$1,972,787	\$6,254,829	88.93%

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	<u>\$56,509,366</u>	6.013

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

	Appropriation + Carry Over	% Total Appr.	Expended MTD	Expended FYTD	Encumbered FYTD	Balance	% Spent
Regular (1100)	\$21,148,163	37.42%	\$1,718,080	\$18,305,988	\$406,094	\$2,436,080	88.48%
Special (1200)	12,348,440	21.85%	1,287,294	10,946,791	391,159	1,010,490	91.82%
Pupils (2100)	3,988,437	7.06%	299,335	2,979,661	157,581	851,194	78.66%
Instructional Staff (2200)	2,439,654	4.32%	159,646	1,905,843	103,915	429,896	82.38%
Board of Education (2300)	320,582	0.57%	8,301	236,288	23,275	61,019	80.97%
School Adm. (2400)	4,407,925	7.80%	340,026	4,001,362	30,146	376,417	91.46%
Fiscal Services (2500)	1,699,750	3.01%	96,832	1,509,663	34,695	155,392	90.86%
Business Services (2600)	387,266	0.69%	25,768	286,557	2,652	98,057	74.68%
Oper. of Plant (2700)	4,307,676	7.62%	289,111	3,472,933	632,989	201,753	95.32%
Pupil Trans. (2800)	3,471,475	6.14%	329,610	2,896,871	166,356	408,249	88.24%
Central Support Services (2900)	839,600	1.49%	61,826	722,262	10,240	107,098	87.24%
Community Services (3000)	36,500	0.06%	47	29,696	53	6,751	81.50%
Extracurricular (4000)	976,400	1.73%	65,689	866,449	5,706	104,245	89.32%
Capital Outlay (5000)	88,000	0.16%	7,406	79,386	7,926	688	99.22%
Contingencies and Transfers (7000)	49,500	0.09%	0	42,000	0	7,500	84.85%
Total	\$56,509,366	100.00%	\$4,688,972	\$46,281,750	\$1,972,787	\$6,254,829	88.93%

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

May 31, 2023

FUND	Beginning Balance	FYTD Revenues	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
001 General	\$16,723,102	\$50,237,751	\$48,281,750	\$18,679,103	\$1,966,864	\$16,712,239
Special Revenue Funds:						
018 Public School Support	65,458	64,226	42,236	87,449	3,472	83,977
019 Other Grants	145,072	37,344	54,609	127,807	7,018	120,789
034 Classroom Facilities Maint.	1,427,600	225,651	151,840	1,501,411	41,483	1,459,928
300 District Managed Activity	138,487	233,141	227,104	144,524	7,865	136,659
401 Auxiliary Services	99,525	361,098	337,666	122,957	122,878	80
439 Preschool Education	0	110,629	112,000	(1,371)	0	(1,371)
451 Data Communication	0	10,800	0	10,800	0	10,800
461 Vocational Ed Enhancements	0	6,200	6,200	0	0	0
499 Miscellaneous State Grants	0	235,746	209,947	25,799	21,027	4,772
507 ESSER	(148,341)	5,595,657	5,445,554	1,762	3,539,733	(3,537,971)
516 IDEA	17,890	937,379	944,918	10,351	34,490	(24,139)
536 Title I School Improvement	0	37,973	37,977	(3)	69,750	(69,753)
551 Limited English Proficiency	865	85,541	85,460	945	6,290	(5,345)
572 Title I, SQI and EOEC	19,266	1,527,708	1,557,883	(10,910)	37,059	(47,968)
584 Title IV-A	0	69,134	96,247	(27,114)	12,219	(39,332)
587 IDEA Early	973	14,017	14,941	48	0	48
590 Title II-A	561	193,496	192,534	1,524	18,737	(17,213)
599 Miscellaneous Federal Grants	0	0	0	0	0	0
Debt Service Funds:						
002 Bond Retirement	3,482,565	3,480,471	3,287,504	3,675,532	2,500	3,673,032
Capital Projects Funds:						
003 Permanent Improvement	985,700	1,506,354	81,539	2,410,515	9,195	2,401,320
004 Building	260,849	29,611	115,423	175,037	144,839	30,198
010 Classroom Facilities	5,045,017	648,920	624,071	5,069,866	1,749,234	3,320,632
007 Special Trust	101,956	118,080	88,407	131,629	13,455	118,174
Agency Funds:						
200 Student Activity	28,000	33,275	40,118	21,157	2,080	19,077
022 District Agency	0	0	0	0	0	0
Enterprise Funds:						
006 Food Services	1,645,730	2,327,126	2,275,113	1,697,743	470,007	1,227,737
Total	<u>\$30,040,276</u>	<u>\$68,127,330</u>	<u>\$64,311,043</u>	<u>\$33,856,562</u>	<u>\$8,280,195</u>	<u>\$25,576,367</u>



WINTON WOODS
CITY SCHOOL DISTRICT

TO: WWCSB Board of Education
FROM: Randy Seymour, Treasurer
DATE: May 31, 2023
SUBJECT: May Investments

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

	<u>Investments</u>	<u>Interest</u>	<u>Interest Rate</u>	
General Fund:				
Money Markets:				
Star Ohio	\$19,089,604	\$79,530	5.38%	
Moeder Investments	8,774,104	12,894	various	
5th/3rd	1,205,785	977	0.50%	Includes earnings credit
	<u>29,069,493</u>	<u>93,401</u>		
Building Fund:				
Local Share:				
Money Markets:				
Star Ohio	4,827,146	21,322	5.38%	
	<u>4,827,146</u>	<u>21,322</u>		
Building Fund:				
State Share:				
Money Markets:				
Star Ohio	416,762	1,893	5.38%	
	<u>416,762</u>	<u>1,893</u>		
Total	<u>\$34,313,401</u>	<u>\$116,617</u>		

WINTON WOODS CITY SCHOOL DISTRICT
FEE SCHEDULE

2023 - 2024

ADVANCED PLACEMENT TEST FEES

AP English Literature & Language	97.00
AP English Language & Composition	97.00
AP Calculus AB	97.00
AP Calculus BC	97.00
AP Art Drawing	97.00
AP Physics	97.00
AP American History	97.00
AP Government	97.00
AP Human Geography	97.00
AP Chemistry	97.00

STUDENT PARTICIPATION FEES

Student Parking (High School)	50.00
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High School

Athletics - per activity (Sports, Drill Team, Drama)	120.00
Band	120.00
Varsity Ensemble	120.00

Middle School

Athletics - per activity	70.00
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FINAL APPROPRIATION RESOLUTION

Fiscal Year 2023

Winton Woods City School District

Rev. Code, Sec. 5705.38

The Board of Education of the Winton Woods City School District, Hamilton County, Ohio, met in regular session on the 26th day of June, 2023, Winton Woods South Campus, Lake Room 1106, 147 Farragut Road, Cincinnati, Ohio with the following Board of Education Members present:

Mr. Brandon Smith
Mr. Jeff Berte
Ms. Debra Bryant
Dr. Viola Johnson

Mr. Berte moved the adoption of the following Resolution:

BE IT RESOLVED by the Board of Education of the Winton Woods City School District, Hamilton County, Ohio, that to provide for the current expenses and other expenditures of said Board of Education, during the fiscal year, ending June 30, 2023, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made and during said fiscal year, as follows, viz:

PERMANENT APPROPRIATION AS AMENDED All Funds Types

Governmental Fund Types		Total
Fund Class Name	Fund Number	Appropriation
General Fund Class		
General Fund	001	\$56,276,125
Special Revenue Funds Class		
Public School Support	018	45,000
Other Grants	019	68,850
District Managed Activity	300	250,000
Auxiliary Services	401	460,347
Early Childhood Education - Preschool	439	112,000
Data Communication	451	10,800
Vocational Education Enhancements	461	8,000
School Safety Attorney Grant - Grant I	499	21,027
Environmental Protection Agency Grant	499	4,772
Elem. & Sec. School Emergency Relief I	507	1,773
Elem. & Sec. School Emergency Relief II	507	1,904,509
American Recovery Act (ESSER III)	507	3,072,318

ARP - Homeless	507	1,369
Special Revenue Funds Class - (Continued)		
Special Education, Part B - IDEA	516	979,367
ARP - Special Education, Part B-IDEA	516	101,596
Title I School Improvement	536	28,130
Title III - LEP	551	92,389
Title III - LEP - Immigrant	551	1,894
Title I	572	1,444,248
School Quality Improvement	572	158,434
Expanding Opportunities - Each Child	572	79,478
Title IVA	584	71,711
Early Childhood Special Ed. IDEA	587	16,331
ARP - Early Childhood Special Ed. IDEA	587	875
Improving Teacher Quality, Title II A	590	216,840
Total Special Revenue Funds Class		9,152,058
Debt Service Fund Class		
Bond Retirement Fund	002	3,296,000
Total Debt Service Funds Class		3,296,000
Capital Project Funds		
Permanent Improvement	003	1,434,500
Building Fund	004	25,000
Classroom Facilities	010	2,631,880
Facilities Maintenance	034	229,000
Total Capital Projects Funds Class		4,320,380
Enterprise Funds Class		
Food Services	006	3,486,830
Total Enterprise Funds Class		3,486,830
Trust Fund Class		
Special Trust	007	125,000
Student Activity	200	44,000
Total Trust Fund Class		169,000
Agency Fund Class		
Other Agency	022	0
Total Agency Fund Class		0
Total Appropriations - All Funds Types		<u>\$76,700,393</u>

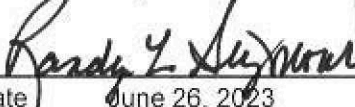
Seconded by, Dr. Johnson, as recommended by the Treasurer,

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

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of "The Final Appropriations Resolution", for the fiscal year 2023 permanent appropriations adopted on the 26th day of June, 2023, and a true and correct copy of excerpts from the minutes of the meeting at which said resolution was adopted, to the extent pertinent to consideration and adoption thereof.

Randy L. Seymour, Treasurer

A handwritten signature in black ink, appearing to read "Randy L. Seymour", is written over a horizontal line.

Date June 26, 2023

Temporary Appropriation Resolution

For Fiscal Year 2024

Winton Woods City School District Board of Education

(Rev. Code Sec. 5705.38)

The Board of Education of the Winton Woods City School District, Hamilton County, Ohio, met in regular session on the 26th day of June, 2023, at the Winton Woods South Campus, Lake Room 1106, 147 Farragut Road, Cincinnati, Ohio. with the following Board of Education Members present:

Mr. Brandon Smith
Mr. Jeff Berte
Ms. Debra Bryant
Dr. Viola Johnson

Dr. Johnson moved the adoption of the following Resolution:

BE IT RESOLVED by the Board of Education of the Winton Woods City School District, Hamilton County, Ohio, that to provide for the current expenses and other expenditures of said Board of Education, during the fiscal year, ending June 30, 2024, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made during said fiscal year, as follows:

001 - GENERAL FUND

1000 INSTRUCTION

1100	Regular Instruction	
100	Personal Services - Salaries.....	14,300,000.00
200	Employee Benefits (Retirement and Insurance).....	5,036,000.00
400	Purchased Services.....	806,200.00
500	Supplies & Materials.....	697,000.00
600	Capital Outlay.....	5,000.00
800	Miscellaneous Expenditures.....	0.00
Total Regular Instruction.....		20,844,200.00

1200	Special Instruction	
100	Personal Services - Salaries.....	6,890,000.00
200	Employee Benefits (Retirement and Insurance).....	2,557,000.00
400	Purchased Services.....	2,910,000.00
500	Supplies & Materials.....	59,400.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	0.00
Total Special Instruction.....		12,416,400.00

TOTAL INSTRUCTION.....	33,260,600.00
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2000 SUPPORTING SERVICES

2100	Support Services - Pupils	
100	Personal Services - Salaries.....	2,100,000.00
200	Employee Benefits (Retirement and Insurance).....	711,200.00
400	Purchased Services.....	1,079,000.00
500	Supplies & Materials.....	46,000.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	20,000.00
	Total Support Services - Pupils.....	3,956,200.00
2200	Support Services - Instructional Staff	
100	Personal Services - Salaries.....	1,335,000.00
200	Employee Benefits (Retirement and Insurance).....	526,200.00
400	Purchased Services.....	256,200.00
500	Supplies & Materials.....	164,800.00
600	Capital Outlay.....	75,000.00
800	Miscellaneous Expenditures.....	35,100.00
	Total Support Services - Instructional Staff.....	2,392,300.00
2300	Support Services - Board of Education	
100	Personal Services - Salaries.....	15,000.00
200	Employee Benefits (Retirement and Insurance).....	2,625.00
400	Purchased Services.....	123,000.00
500	Supplies & Materials.....	0.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	164,000.00
	Total Support Services - Board of Education.....	304,625.00
2400	Support Services - Administration	
100	Personal Services - Salaries.....	3,100,000.00
200	Employee Benefits (Retirement and Insurance).....	1,212,000.00
400	Purchased Services.....	12,000.00
500	Supplies & Materials.....	52,000.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	28,000.00
	Total Support Services - Administration.....	4,404,000.00
2500	Support Services - Fiscal	
100	Personal Services - Salaries.....	720,000.00
200	Employee Benefits (Retirement and Insurance).....	282,750.00
400	Purchased Services.....	151,500.00
500	Supplies & Materials.....	8,000.00
600	Capital Outlay.....	5,000.00
800	Miscellaneous Expenditures.....	519,500.00
	Total Support Services - Fiscal.....	1,686,750.00

2600	Support Services - Business	
100	Personal Services - Salaries.....	220,000.00
200	Employee Benefits (Retirement and Insurance).....	84,250.00
400	Purchased Services.....	72,100.00
500	Supplies & Materials.....	7,000.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	2,000.00
	Total Support Services - Business.....	385,350.00
2700	Operation and Maintenance of Plant Services	
100	Personal Services - Salaries.....	765,000.00
200	Employee Benefits (Retirement and Insurance).....	337,100.00
400	Purchased Services.....	2,737,000.00
500	Supplies & Materials.....	250,000.00
600	Capital Outlay.....	32,000.00
800	Miscellaneous Expenditures.....	0.00
	Total Operation and Maintenance of Plant Services.....	4,121,100.00
2800	Support Services - Pupil Transportation	
100	Personal Services - Salaries.....	1,435,000.00
200	Employee Benefits (Retirement and Insurance).....	615,700.00
400	Purchased Services.....	883,000.00
500	Supplies & Materials.....	397,000.00
600	Capital Outlay.....	105,000.00
800	Miscellaneous Expenditures.....	0.00
	Total Support Services - Pupil Transportation.....	3,435,700.00
2900	Support Services - Central Administration	
100	Personal Services - Salaries.....	560,000.00
200	Employee Benefits (Retirement and Insurance).....	224,100.00
400	Purchased Services.....	44,500.00
500	Supplies & Materials.....	8,000.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	0.00
	Total Support Services - Central Administration.....	836,600.00
	TOTAL SUPPORTING SERVICES.....	21,522,625.00

3000 OPERATION OF NON-INSTRUCTIONAL SERVICES

3200	Community Services	
100	Personal Services - Salaries.....	0.00
200	Employee Benefits (Retirement and Insurance).....	0.00
400	Purchased Services.....	33,500.00
500	Supplies & Materials.....	0.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	3,000.00
	Total Community Services.....	36,500.00

TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES..... 36,500.00

4000 EXTRACURRICULAR ACTIVITIES

4100	Academic & Subject Oriented Activities	
100	Personal Services - Salaries.....	145,000.00
200	Employee Benefits (Retirement and Insurance).....	18,800.00
400	Purchased Services.....	0.00
500	Supplies & Materials.....	0.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	0.00
	Total Academic & Subject Oriented Activities.....	163,800.00

4500	Sports Oriented Activities	
100	Personal Services - Salaries.....	546,000.00
200	Employee Benefits (Retirement and Insurance).....	122,700.00
400	Purchased Services.....	55,500.00
500	Supplies & Materials.....	65,000.00
600	Capital Outlay.....	10,000.00
800	Miscellaneous Expenditures.....	2,000.00
	Total Sports Oriented Activities.....	801,200.00

4600	School & Public Service Co-Curricular Activities	
100	Personal Services - Salaries.....	10,000.00
200	Employee Benefits (Retirement and Insurance).....	1,400.00
400	Purchased Services.....	0.00
500	Supplies & Materials.....	0.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	0.00
	Total School & Public Service Co-Curricular Activities.....	11,400.00

TOTAL EXTRACURRICULAR ACTIVITIES..... 976,400.00

5000 FACILITIES ACQUISITION AND CONSTRUCTION SERVICES

5200	Site Improvement Services	
400	Purchased Services.....	0.00
500	Supplies & Materials.....	0.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	0.00
	Total Site Improvement Services.....	0.00

5300	Building Architect Services	
400	Purchased Services.....	0.00
500	Supplies & Materials.....	0.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	0.00
	Total Site Improvement Services.....	0.00

5600	Building Improvement Services	
400	Purchased Services.....	88,000.00
500	Supplies & Materials.....	0.00
600	Capital Outlay.....	0.00
800	Miscellaneous Expenditures.....	0.00
	Total Building Improvement Services.....	88,000.00

TOTAL FACILITIES ACQUISITION & CONSTRUCTION SERVICES..... 88,000.00

6000 DEBT SERVICES

6100	Debt Service	
814	Energy Conservation Principal.....	0.00
824	Energy Conservation Interest.....	0.00
	Total Repayment of Short Term Debt - Notes.....	0.00

7000 OTHER USES OF FUNDS

7100	Contingencies.....	350,000.00
7200	Transfers.....	42,000.00
7200	Refund of Prior Year Receipts.....	0.00
	Total Other Uses of Funds.....	392,000.00

TOTAL GENERAL FUND APPROPRIATIONS 56,276,125.00

002 - BOND RETIREMENT FUND

2000 SUPPORTING SERVICES

2500 Support Services - Fiscal

800	Miscellaneous Expenditures.....	56,000.00
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6000 DEBT SERVICES

6100 Debt Service

811	Redemption of Principal Bonds.....	1,000,000.00
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812	Redemption of Principal Notes.....	0.00
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821	Interest on Bonds.....	2,240,000.00
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822	Interest on Notes.....	0.00
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830	Other Debt Service Payments.....	
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TOTAL DEBT SERVICES		3,240,000.00
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TOTAL BOND RETIREMENT FUND		3,296,000.00
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ANNUAL APPROPRIATION RECAP

All Fund Types
Governmental Fund Types

Fund	Class/Name	Fund Number	Appropriation
<u>General Fund Class</u>			
	General Fund	001	56,276,125.00
<u>Special Revenue Class</u>			
	Public School Support	018	45,000.00
	Other Grants	019	68,000.00
	Athletic	300	200,000.00
	Auxiliary Services	401	449,000.00
	Early Childhood Ed. - Preschool	439	112,000.00
	Data Communications	451	10,800.00
	Vocational Ed. Enhancements	461	8,000.00
	Safety Grant	499	21,000.00
	Environmental Protection Agency Grant	499	4,770.00
	Elementary and Secondary Relief Act II (ESSER II)	507	23,000.00
	American Recovery Act (ARP/ESSER)	507	3,300,000.00
	American Recovery Act (Homeless)	507	28,000.00
	Special Education, Part B-IDEA	516	1,040,000.00
	American Recovery Act (Spec. Ed. Part B-IDEA)	516	85,000.00
	School Improvement Sub. A Title I	536	145,000.00
	Title III-LEP	551	85,000.00
	Title III-LEP (Immigrant)	551	23,000.00
	Title I	572	1,435,000.00
	Expanding Opportunities	572	25,000.00
	School Quality Improvement	572	340,000.00
	Title IV A	584	112,000.00
	Early Childhood Spec. Ed. IDEA	587	17,000.00
	Improving Teacher Quality, Title II-A	590	170,000.00
Total Special Revenue Funds			7,746,570.00
<u>Debt Service Fund Class</u>			
	Bond Retirement Fund	002	3,296,000.00
<u>Capital Project Fund Class</u>			
	Permanent Improvement	003	3,000,000.00
	Building Fund	004	25,000.00
	Classroom Facilities	010	1,200,000.00
	Classroom Facilities Maintenance	034	250,000.00
Total Capital Project Funds			4,475,000.00

Enterprise Fund Class

Food Service	006	3,400,000.00
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Trust Fund Class

Special Trust	007	125,000.00
Endowments	008	<u>0.00</u>

Total Trust Fund Class		125,000.00
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Agency Fund Class

Student Managed Activities (Student Activity Accounts)	200	30,000.00
Other Agency	022	<u>10,000.00</u>

Total Agency Fund Class		40,000.00
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Total Appropriations - All Fund Types		<u><u>75,358,695.00</u></u>
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Seconded by Mr. Berte, as recommended by the Treasurer.

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

The Board of Education of the Winton Woods City School District met in regular session on Monday June, 26, 2023 with the following members present: Mr. Brandon Smith, Mr. Jeff Berte, Ms. Debra Bryant, Dr. Viola Johnson.

The Treasurer advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

Dr. Johnson moved the adoption of the following Resolution:

RESOLUTION NO. 06-64-23
Voucher Joinder Resolution

1. Whereas, the deduction of funds from the School District by the Ohio Department of Education and payment of those funds to private schools (Educational Choice, voucher funds) diminishes the amount of funding and the levels of educational opportunity for the education of the pupils in the district and
2. Whereas, the deduction of school voucher funds from the School District further reduces the funding available to support the additional needs of district minority pupils, pupils in poverty and pupils with disabilities, and,
3. Whereas, the deduction of school voucher funds from the School District can result in the involuntary transfer of district local tax revenue, approved by the voters of the District for the support of the District's operating expenses, to private religious schools for the support of those schools' programs in violation of the rights of the District taxpayers, and,
4. Whereas, the deduction of school voucher funds from the School District increases reliance on local tax revenue to maintain school operations in violation of the Ohio Constitution and clear directives of the Ohio Supreme Court.

Section 1. Now, Therefore, The Board of Education finds and determines that the deduction of school voucher funds from the School District is harmful to the district, its pupils, taxpayers, voters, and staff.

Section 2. The Board of Education authorizes and directs the School District's joinder of the Ohio Coalition for Equity and Adequacy of School Funding (Coalition) and directs the District Treasurer to pay annual Coalition dues, in the amounts described in Section 3 for the fiscal year 2022-2023, and, for a continuing period, unless rescinded by the Board.

Section 3. Coalition dues are the sum of \$2.00 per district pupil (enrollment listed on the most recent report card). Dues shall be allocated by the Coalition as follows: 1) \$.50 per pupil shall be initially allocated to the payment of Coalition operating expenses, and, 2) \$1.50 per pupil shall be allocated to the support of the Coalition's efforts in opposition to the deduction of school voucher funds from this, and other school districts. Coalition dues are payable upon passage of this resolution.

Mr. Berte seconded the motion.

Upon roll call on the adoption of the foregoing Resolution, the vote was as follows:
Mr. B. Smith, Aye; Mr. Berte, Aye; Ms. Bryant, Aye; Dr. Johnson, Aye

Vice President Bryant declared the motion passed.

Federal Programs

Budget Update

FY 2024



Overview

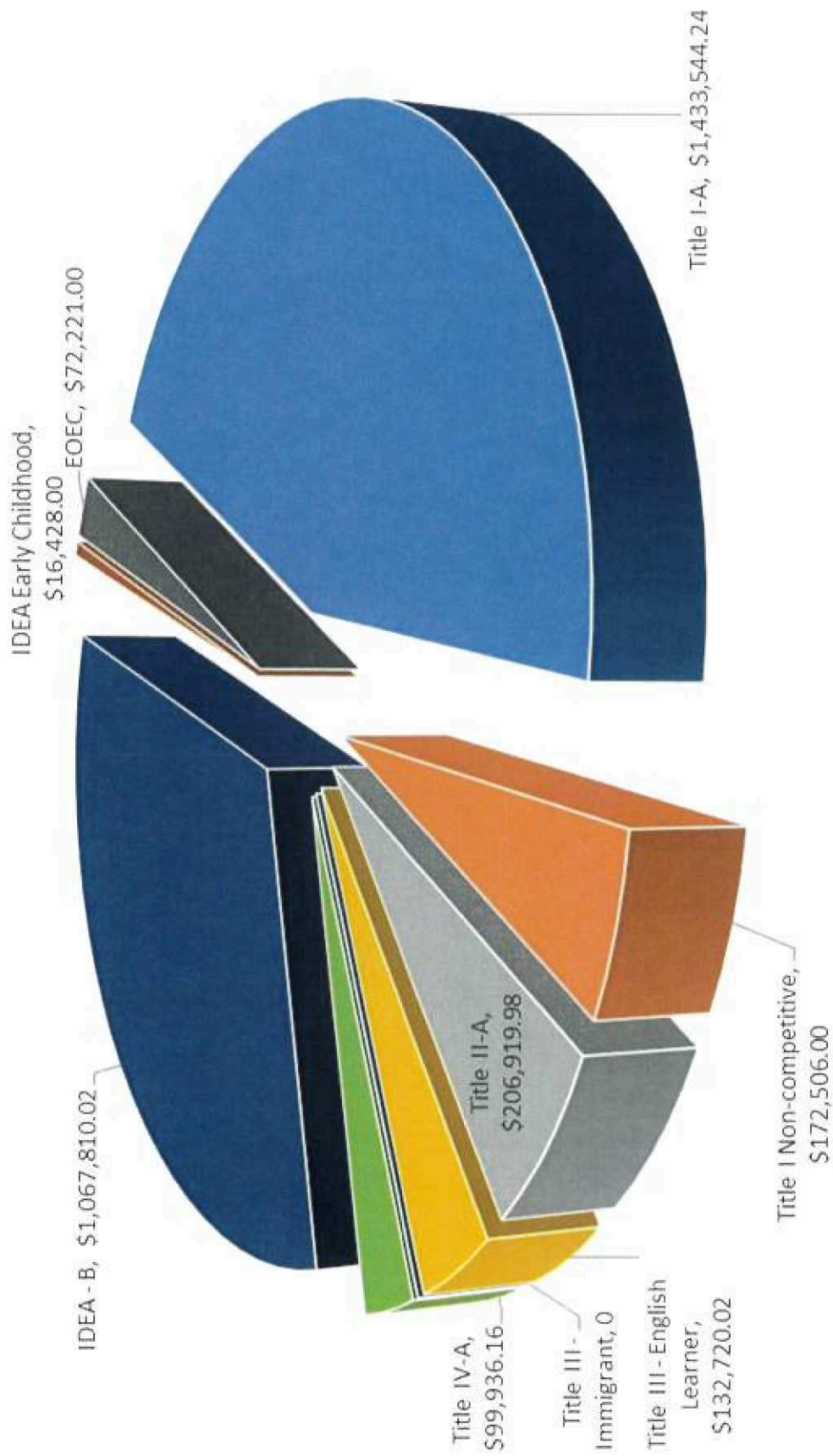
- Board of Education must approve federal funds plan before submission to State
- Federal funds are allocated through the District Comprehensive Continuous Improvement Plan (CCIP)
- The CCIP is reflective of WWCS district improvement plans and goals
- Funds represent EIGHT categorical programs outlined by USDOE



Total Allocations FY 2024

- For all eight categorical programs, our allocation for FY 2024 is estimated at
\$ 3,202,085.42
- Nonpublic Equitable Services directs an amount of funds to nonpublic schools within our district or nonpublic schools that resident children attend. This amount for FY 2024 is estimated at
\$ 128,983.98





Title I-A Improving the Academic Achievement of the Disadvantaged

Purpose: Provides financial assistance to local districts and schools with high numbers or high percentages of children from low-income families to help ensure that all children meet challenging state academic standards.

Improvement Plan Goals: Goal (1) Instruction; (3) Behavioral Supports

Typical Expenditure: Teachers, especially reading and math

Allocation for FY 2024: \$ 1,433,544.24



Title I Non Competitive

Purpose: For WWIS, MS & HS. Activities tied to school's building improvement plan.

Improvement Plan Goals: Goal (1) Instruction

Typical Expenditure: Support for standards-based PBL units and high-quality assessment

Estimated allocation for FY 2024: \$ 172,506.00



Title II-A Supporting Effective Instruction

Purpose: Provide supplemental activities that strengthen the **quality and effectiveness** of teachers, principals and other school leaders; **Increase student achievement** consistent with state standards; **Increase the number of** educational professionals who are effective in improving student academic achievement; and Provide our students with **greater access** to effective educational professionals.



Improvement Plan Goals: Goal (4) Literacy

Typical Expenditure: Professional development & additional teachers

Amount for FY 2024: \$ 206,919.98

Title III Language Instruction for English Learners

Purpose: Provide supplemental services that improve the **English language proficiency and academic achievement** of English learners, including through the provision of language instruction educational programs and activities that increase the knowledge and skills of **teachers** who serve English learners.

Improvement Plan Goals: Goals: (1) Instruction; (2) Graduation; (4) Literacy

Typical Expenditure: Supplemental resources for students and families

Allocation for FY 2024: \$ 132,720.02



Title IV-A - Student Support and Academic Enrichment

Purpose: Improve students' academic achievement by increasing the capacity of schools to: (1) Provide all students with access to a **well-rounded education**; (2) Improve school conditions (**safety/climate**) for student learning; and (3) Improve the use of **technology** in order to improve the academic achievement and digital literacy of all students.

Improvement Plan Goals: Goals (2) Graduation; (3) Behavioral Supports

Typical Expenditure: Supplemental resources & programs

Allocation for FY 2024: \$ 99,936.16



IDEA - B

Purpose: Providing for the education and services of students with a disability, to strengthen education, drive reforms and improve results for students' ages 3 through 21.

Improvement Plan Goals: Goal (1) Instruction

Typical Expenditure: Staff to support students learning goals

Allocation for FY 2024: \$ 1,067,810.02



IDEA - B Early Childhood

Purpose: Providing for the education and services of students with a disability, to strengthen education, drive reforms and improve results for pre-K students

Improvement Plan Goals: Goal (1) Instruction; (4) Literacy

Typical Expenditure: Staff to support students learning goals

Estimated allocation for FY 2024: \$ 16,428.00



Expanding Opportunities for Each Child

Purpose: Expand to school improvement activities for low-achieving students and students from low-income families. Four focus areas: **advanced coursework**, **career pathways**, **personalized learning**, and **credit recovery** and **academic acceleration** services.

Improvement Plan Goals: Goal (1) Instruction; (2) Graduation

Typical Expenditure: Supplemental resources & programs, at WWHS

Estimated allocation for FY 2024: \$ 72,221.00





Memo

To: Mr. Anthony G. Smith, Superintendent

From: Mr. Steve K. Denny, Executive Director of Business Affairs
Mr. Mark Docter, Director of Child Nutrition

Subject: Certification of Standards Governing Types of Foods & Beverages Sold on School Premises Report: 2022 – 2023

Date: June 26, 2023

As required by Ohio Revised Code § 3313.814 and pursuant to Winton Woods City Schools Board of Education Policies 8500 & 8510, all Ohio public schools must meet certain nutrition standards on all foods sold on school premises during the school day. This affects the Child Nutrition Department as well as all vending on school premises and any school stores. Under this Ohio statute, the “school day” is further defined as the period of time from midnight through thirty minutes after the end of the regularly scheduled school day each day school is in session.

We are pleased to report that the Child Nutrition Department has continued to meet these guidelines & requirements this school year. Further, per board policy, all of the “a la carte” food items sold in the lunchrooms meet or exceed the guidelines established by the Alliance for a Healthier Generation and all beverages meet the Ohio requirements and guidelines.

School principals are responsible for overseeing the use of vending machines, school stores and fundraisers in their respective buildings. We can report that our schools are also in compliance with applicable requirements.

Schedule B		PERSONNEL EMPLOYMENT - CERTIFICATED						BOARD MEETING DATE: June 26, 2023	
Name	Certificate License	Degree University	Teaching Assign. Bldg.	New Position	Step	Annual Salary	Funding	Effective Date	
Administrative Contracts									
Jay Bauer	5 Yr. Prof. Principal PK - 6 Exp. 6/30/2026	M.Ed. American College of Education	Assistant Principal ECCC	Replacement	N/A	\$350.88 Per Diem	General	6/12/2023- 7/31/2023	
Jay Bauer	5 Yr. Prof. Principal PK - 6 Exp. 6/30/2026	M.Ed. American College of Education	Assistant Principal ECCC	Replacement	N/A	\$80,000.00	General	8/1/2023- 7/31/2025	
Gary Coley, Jr.	5 Yr. Prof. Principal 4-9 5-12 Exp. 6/30/2026	M.Ed. University of Cincinnati	Assistant Principal NC	Replacement	N/A	\$407.89 Per Diem	General	6/1/2023- 7/31/2023	
Gary Coley, Jr.	5 Yr. Prof. Principal 4-9 5-12 Exp. 6/30/2026	M.Ed. University of Cincinnati	Assistant Principal NC	Replacement	N/A	\$93,000.00	General	8/1/2023- 7/31/2025	
Kendra Krumpe	5 Yr. Prof. Principal PK-12 Exp. 6/30/2027	MA Edinoboro University of PA	Assistant Principal NCHS	Replacement	N/A	\$394.74 Per Diem	General	6/1/2023- 7/31/2023	
Kendra Krumpe	5 Yr. Prof. Principal PK-12 Exp. 6/30/2027	MA Edinoboro University of PA	Assistant Principal NCHS	Replacement	M.ED	\$90,000.00	General	8/1/2023- 7/31/2025	
Tutor Contracts									
Katharine Goodridge	5 Yr. Prof. Early Childhood P - 3 Reading Exp. 6/30/2026	M.Ed. University of Cincinnati	John Paul II Tutor Title 1	New	N/A	29.60 Per Hour	Title 1	8/21/2023	
1 Year Contracts New Teachers									
Jennifer Hamilton	5 Yr. Prof. English (7-12) Exp. 6/30/2027	MA McDaniel College	English Teacher NCMS	Replacement	MA Step 10	\$73,204.00	General	8/8/2023- 5/29/2024	
Chelsea Lakeberg	5 Yr. Prof. Early Childhood (P-3) Exp. 6/30/2027	BS University of Cincinnati	PreK Teacher ECCC	Replacement	BS+150 Step 4	\$53,792.00	PK Grant	8/8/2023- 5/29/2024	
Justin Parsons	4 Yr. Res. Ed. Early Childhood (P-3) Exp. 6/30/2025	BS Miami University	5th Grade Math/Science SCIS	Replacement	BS+150 Step 2	\$49,260.00	General	8/8/2023- 5/29/2024	

Victoria Pray	4 Yr. Res. Ed. Integrated Mathematics (7-12) Exp. 6/30/2026	BS Miami University	Math Teacher NCHS	Replacement	BS Step 1	\$45,107.00	General	8/8/2023- 5/29/2024
Jessica Raley	1 Yr. Out of State Middle Childhood (4-9) Mathematics (4-9) Social Studies (4-9) Exp. 6/30/2024	M.Ed University of South Carolina	5th Grade SCIS	Replacement	MA+30 Step 12	\$81,089.00	General	8/8/2023- 5/29/2024
Maggie Trace	2 Yr. Res. Ed. Integrated Language Arts (7-12) Exp. 6/30/2025	BS Bowling Green State University	English Teacher NCHS	Replacement	BS+150 Step 0	\$45,107.00	General	8/8/2023- 5/29/2024
1 Year Contract Renewals								
Caitlynn Beck	5 Yr. Prof. Professional Pupil Services SLP Exp. 6/30/2027	MA University of Cincinnati	SLP ECCC	Renewal	MA Step 1	\$49,260.00	General	8/10/2023- 5/29/2024
John Miracle	5 Yr. Prof. TESOL PK-12 Exp. 6/30/2026	M.Ed University of Cincinnati	ESL NCHS	Renewal	MA+30 Step 12	\$81,089.00	General	8/10/2023- 5/29/2024
Chad Murphy	5 Yr. Prof. Intervention Specialist K-12 Exp. 6/30/2025	M.Ed Wright State University	Intervention Specialist NCHS	Renewal	MA Step 20	\$90,555.00	General	8/10/2023- 5/29/2024
Bryan Scott-Head, Jr	5 Yr. Prof. Integrated Language Arts 7-12 Exp. 6/30/2028	MA Alabama A&M University	ELA NCMS	Renewal	MA+10 Step 8	\$73,588.00	General	8/10/2023- 5/29/2024
Katie Thien	5 Yr. Prof. Intervention Specialist K-12 Exp. 6/30/2026	MA Muskingum University	NCMS Mathematics	Renewal	MA+10 Step 11	\$76,881.00	General	8/10/2023- 5/29/2024
Justin Williams	5 Yr. Prof. English PK-12 Exp. 6/30/2027	MA Northern Kentucky University	NCMS Eng/LA	Renewal	MA+10 Step 6	\$61,766.00	General	8/10/2023- 5/29/2024
Alison Woolfel	4 Yr. Res. Ed. Early Childhood P-3 Exp. 6/30/2026	BS University of Cincinnati	1st Grade SCPS	Renewal	BS Step 1	\$45,107.00	General	8/10/2023- 5/29/2024
5 Year Contract Renewals								
Tarin Atkins	5 Yr. Prof. Early Childhood P-3 Exp. 6/30/2027	MA University of Cincinnati	Kindergarten ECCC	Renewal	MA Step 14	\$86,330.00	General	8/10/2023- 5/31/2028

Stacey Tilton	5 Yr. Prof Elementary 1-8 Exp. 6/30/2026	MA Xavier University	Reading SCIS	Renewal	MA+20 Step 15	\$87,098.00	Title I	8/10/2023- 5/31/2028
Change of Assignments								
Michelle Hauer	5 Yr. Prof. 1-8 Exp. 6/30/2025	MA Walsh University	From ESL Tutor to ESL Teacher	Return to former status	MA Step 16 (17)	\$88,122.00	General	8/10/2023

SCHEDULE D	PERSONNEL EMPLOYMENT CERTIFICATED AND UNCERTIFICATED (including extra duties)	BOARD MEETING DATE: June 26, 2023		
		Salary or Rate	Funding	Effective Date
Name	License/Permit	Teaching/Extra Duty Assign.		
Tonya Bray	NA	Summer Staff Wellness Challenge	Wellness	6/6/2023- 8/4/2023
Food Service Attendance Stipend				
Ashley Freeland	NA	Food Service Attendance Stipend	General	6/1/2023
Shawna Brocker	NA	Food Service Attendance Stipend	General	6/1/2023
Robert Reynolds	NA	Food Service Attendance Stipend	General	6/1/2023
Food Service Spanish Class Stipends				
Alysse Canaday	NA	Completed 6 of 8 classes	Food Service	6/1/2023
Libby Culp	NA	Completed 6 of 8 classes	Food Service	6/1/2023
Tracy Dean	NA	Completed 6 of 8 classes	Food Service	6/1/2023
Kim Foster	NA	Completed 7 of 8 classes	Food Service	6/1/2023
Natalie Jackson	NA	Completed 7 of 8 classes	Food Service	6/1/2023
Tyra Shepard	NA	Completed 7 of 8 classes	Food Service	6/1/2023
Sara Kelly	NA	Completed 8 of 8 classes	Food Service	6/1/2023
Andrea Tellez	NA	Taught 8 of 8 classes	Food Service	6/1/2023
Mentor Teacher Stipend paid for by Miami University				
Megan Weaver	Certified	Student Teacher Mentor	General	Spring 2023
Danise Davenport	Certified	Student Teacher Mentor	General	Spring 2023

Ebony Watts	Certified	Student Teacher Mentor	\$600.00	General	Spring 2023
Mentor Teacher Stipend paid for by University of Cincinnati					
Sarah Todd	Certified	Student Teacher Mentor	\$100.00	General	Spring 2023
Rachel Pigg	Certified	Student Teacher Mentor	\$100.00	General	Spring 2023
Anna Owens	Certified	Student Teacher Mentor	\$700.00	General	Spring 2023
Stephen Metz	Certified	Student Teacher Mentor	\$700.00	General	Spring 2023
Samantha Mitchell	Certified	Student Teacher Mentor	\$700.00	General	Spring 2023
Summer Preschool Evaluation Team					
Janet Shoup	Certified	Summer Preschool Evaluation Team	\$29/hr up to 150 hrs	General	5/31/2023- 8/7/2023
Rachel Robinson	Certified	Summer Preschool Evaluation Team	\$29/hr up to 150 hrs	General	5/31/2023- 8/7/2023
Special Education Summer Extended Services					
Jennifer Svach	Certified	Intervention Specialist	\$29/hr	General	6/5/2023- 6/29/2023
Julianne Mueller - Smith	Certified	Intervention Specialist	\$29/hr	General	6/5/2023- 6/29/2023
David Harrison	EAP Exp. 6/30/2024	Support Staff	Pay Rate	General	6/5/2023- 6/29/2023
Summer School Nurses					
Jinette Goins	EAP Exp. 6/30/2023	Summer School Nurse	Pay Rate	General	6/5/2023- 6/29/2023
Margaret Lipp	EAP Exp. 6/30/2023	Summer School Nurse	Pay Rate	General	6/5/2023- 6/29/2023

Kimberly Morris	Certified	Summer School Nurse	\$29.00	General	6/5/2023- 6/29/2023
Special Education LMS Modules					
Rose Yang	Certified	ESL teacher	\$29.00 up to 5hr.	General	6/6/2023
Mia Macklin	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Lauren Tritschler	Certified	Intervention specialist	\$29.00 up to 5hr.	General	6/6/2023
Gary Giblin	Certified	ESL Coordinator	\$29.00 up to 5hr.	General	6/6/2023
Lisa Giblin	Certified	ESL/Spanish teacher	\$29.00 up to 5hr.	General	6/6/2023
Kathleen Barger	Certified	Coordinator for Gifted & Talented	\$29.00 up to 5hr.	General	6/6/2023
Cherie McDonough	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Winfield C Franklin	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Kelly Gonzalez	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Meredith Dixon	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Kelly Stiens	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Denise Davenport	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Julianne Mueller-Smith	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Sherry Mucci	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Monica Spence	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
William T Traylor	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023

Jim Bissell	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Melanie Siciliano	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Jennifer Mounce	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Kristin Miller	Certified	Gifted Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
David Sedivy	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Christina Stark	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Chad Murphy	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Robert Guinan	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Edie Munlin	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Eddie Marshall	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Heather Mack	Certified	ESL Teacher	\$29.00 up to 5hr.	General	6/6/2023
Lisa Kramer	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Margaret Thaxton	Certified	ESL	\$29.00 up to 5hr.	General	6/6/2023
Beth Alt	Certified	Speech-Language Pathologist	\$29.00 up to 5hr.	General	6/6/2023
Debbie Houser	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Shayla Whittie	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Melinda Anderson	Certified	ESL Teacher	\$29.00 up to 5hr.	General	6/6/2023
Michael Roach	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023
Lauren Kempton	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023

Angelena Ruskin	Certified	Out of District Supervisor, TVI, TOD	\$29.00 up to 5hr.	General	6/6/2023
Michael Walker	EAP Exp. 6/30/2023	Paraprofessional	\$20.77 up to 5hr.	General	6/6/2023
Stacey Tilton	Certified	GIS	\$29.00 up to 5hr.	General	6/6/2023
Stephanie Moulton	Certified	Intervention specialist	\$29.00 up to 5hr.	General	6/6/2023
Erica Salcedo	Certified	ESL	\$29.00 up to 5hr.	General	6/6/2023
Dewey Copley	Certified	General Education Teacher	\$29.00 up to 5hr.	General	6/6/2023
Ne'Tarra White	Certified	Intervention specialist	\$29.00 up to 5hr.	General	6/6/2023
Canceria Sanders-James	Certified	General Education Teacher	\$29.00 up to 5hr.	General	6/6/2023
Taisha James	Certified	General Education Teacher	\$29.00 up to 5hr.	General	6/6/2023
Robyn Curry	Certified	Intervention Specialist	\$29.00 up to 5hr.	General	6/6/2023

Winton Woods City Schools
Salary Schedule
Exempt Employees
Effective July 1, 2023

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Assistant Payroll Specialist Information Technology System Specialist	71,157	73,132	75,202	77,269	79,338	81,405	83,475	85,544	87,612
Plant Operator	64,862	66,927	68,997	74,064	73,132	75,202	77,269	79,338	81,405
Assistant to Human Resources Benefits Specialist Accounting Specialist Enrollment Specialist	62,418	64,486	66,553	68,621	70,691	72,759	74,825	76,895	78,962
Assistant to the Treasurer Assistant to the Business Director Assistant to the Technology Director Assistant to the Student Services Director	55,461	57,340	59,222	61,102	64,221	65,237	67,307	69,373	71,442
Supervising Technician	52,639	54,299	56,020	57,712	59,403	61,093	62,785	64,474	66,166
Administrative Secretary Assistant to Classified Supervisor Student Activities Publicity Writer Student Transition Coordinator	47,565	49,256	50,948	52,639	54,330	56,020	57,712	59,403	61,093
Lead Technician	43,565	45,256	46,947	48,637	50,328	52,018	53,708	55,399	57,089
Food Service Campus Supervisor (10 month)	34,852	36,205	37,557	38,909	40,262	41,614	42,966	44,319	45,672

Please note that movement along the steps of the salary schedules is not automatic - it is at the discretion of the Superintendent. Employees may receive a longevity/performance placement not to exceed \$2,100 at the discretion of the Superintendent.

Exempt Employees Step Placement

Position		Step
Jordan, Jeanette	Administrative Assistant	9
Jones, Matthew	Information Technology System Specialist	9
Mahon, Karen	Payroll Specialist	7
Cleary, Steven	Plant Operator	3
Whitaker, Jerome	Plant Operator	3
Chambers, Sherry	Assistant to Human Resources	6
Starkey, Nancy	Benefit Specialist	9
Zillick, Sandy	Accounting Specialist	2
Wolke, Lora	Enrollment Specialist	5
Barclay, Lisa	Assistant to the Treasurer	3
Kugele, Roberta	Assistant to the Treasurer (60%)	9
Patterson, Toni	Assistant to the Business Director	8
Peterson, Genice	Assistant to the Student Services Director	5
Pouncey, Constance	Assistant to the Student Services Director	7
Fuller, Elaine	Administrative Secretary	7
Peter, Mary	Administrative Secretary	8
Mannira, Eileen	Administrative Secretary	8
Gray, Carlton	Student Transition Coordinator	7
Koeninger, Vicki	Assistant to Classified Supervisor	6
White, Monique	Student Activities	7
Bertram, Harold Douglas	Lead Technician	9
Hollowell, Alex	Lead Technician	8
Hooper, Beth	Food Service Campus Supervisor	4
Simpson, Star	Food Service Campus Supervisor	9



WINTON WOODS CITY SCHOOLS
A NEW TECH NETWORK DISTRICT

Ensuring *all students* achieve their highest potential

Central Office
825 Waycross Road, Suite A
Cincinnati, OH 45240
513.619.2300 *phone*
www.wintonwoods.org

TO: Mr. Anthony G. Smith, Superintendent
FROM: Steve K. Denny, Executive Director of Business Affairs
Barb Barnaclo, Transportation Supervisor
SUBJECT: **List of Schools Declared as Impractical to Provide Pupil Transportation for the 2023-2024 School Year**
DATE: June 26, 2023

All Saints School
Badin High School
Beautiful Savior (K-8)
Bethany School
Central Montessori Academy
Christ Emmanuel Christian Academy
Cincinnati Christian Schools
Cincinnati Christian Schools
Cincinnati Classical Academy
Cincinnati Hills Christian
Cincinnati Junior Academy
Concordia Lutheran School
Eden Grove Academy
Fellowship Community Christian
Greater Cincinnati Community Academy
Heaven's Treasure
Horizon Academy
Immanuel Christian Academy
International Academy of Cincinnati
LaSalle High School
LaValle School
Life Skills Center
Lincoln Hts. Christian (K-6)
Mt. Healthy Prep. & Fitness Academy
Mt. Notre Dame High School
NIA University Community School
Our Lady of Grace Catholic School
ReGeneration Bond Hill School
Roger Bacon High School
St. Boniface
St. Clare
St. Clement
St. Ignatius
St. Michael
St. Nicholas
St. Xavier High School
Sacred Heart School
Schilling School
Lotspeich/Seven Hills Schools
Seven Hills Schools
Springer School
Summit Academy
Summit Academy Transition High School
Summit Academy Community School
Summit Country Day School
TCP World Academy
Ursuline Academy

8939 Montgomery Road
571 New London Road
11981 Pippin Road
555 Albion Avenue
1904 Springdale Road & 8771 Winton Road
1055 Laidlaw Avenue
7474 Morris Road
7350 Dixie Highway
170 Siebenthaler Avenue
11300 Snider Road
3798 Clifton Avenue
1133 Clifton Hills Avenue
6275 Collegevue Place
2965 Blue Rock Road
4781 Hamilton Avenue
3308 Springdale Road
1055 Laidlaw Avenue
2929 Springdale Road
8094 Plantation Avenue
3091 North Bend Road
3200 Woodside, Fairfield
7710 Reading Road
9991 Wayne Avenue
7601 Affinity Drive
711 East Columbia Avenue
7243 Eastlawn Drive
2940 West Galbraith Road
5158 Fishwick Drive
4320 Vine Street
4305 Pitts Avenue
5800 Salvia Avenue
4534 Vine Street
5222 North Bend Road
11136 Oak Street
170 Seibenthaler Avenue
600 W. Northbend Road
400 Niles Road
8100 Cornell Road
5400 Red Bank Road
2726 Johnstone Place
2121 Madison Road
3066 Madison Road
5800 Salvia Avenue
1660 Sternblock Lane
2161 Grandin Road
6000 Ridge Avenue
5535 Pfeiffer Road



PURCHASE AGREEMENT
Pertaining to Winton Woods School District Sites

THIS PURCHASE AGREEMENT (the "Agreement") is made by and between:
(i) **BOARD OF EDUCATION OF THE WINTON WOODS CITY SCHOOL DISTRICT**, a city school district organized in accordance with Ohio Revised Code and formerly known as the Board of Education, Greenhills – Forest Park City School District, having an address of 825 Waycross Road, Suite A, Cincinnati, Ohio 45240 ("Seller"), and
(ii) **MARONDA HOMES OF CINCINNATI, LLC**, an Ohio limited liability company, having an address of 4710 Interstate Drive, West Chester Township, OH 45246 ("Purchaser"). At times, Seller and Purchaser may be collectively referred to as the Parties.

WITNESSETH

WHEREAS, Seller is the owner of approximately 40.651 acres of real property and improvements located in Forest Park, Hamilton County, Ohio, identified by the Auditor's office as Parcel ID Nos. 591-0020-0035-90 ("1501 Kingsbury Drive," being 28.782 acres) and 591-0A07-0039-90 ("9211 Halesworth Drive," being 11.869 acres), and more fully described on the attached **Exhibit A**, together with all above and below grade improvements thereon and thereto and all rights, minerals, privileges, appurtenances, hereditaments, easements, reversions, and remainders pertaining to or used in connection therewith, including but not limited to all mineral, oil, gas, and air rights (the "Property"); and

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Parties desire to enter an agreement for the sale by Seller and the purchase by Purchaser of the Property;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Definitions. The following terms shall have the meanings indicated for all purposes affecting or related to this Agreement.

1.1 Governmental Authority. The term "Governmental Authority" shall mean and refer to the federal government, the State of Ohio, Hamilton County, Springfield Township, and any federal or state agency, any quasi-governmental authority, or any instrumentality of them having jurisdiction over the Property, over any portion thereof, or over delivery of services thereto, and whose approval Purchaser deems necessary.

1.2 Governmental Approvals. The term "Governmental Approvals" shall mean and refer to: (i) the final decision of any Governmental Authority, once all appeals or appeal periods regarding that decision have been exhausted and no litigation is pending, including but not limited to decisions regarding zoning, the plat, or construction drawings, and (ii) all other permits or approvals from the applicable Governmental Authority that Purchaser deems necessary to the development of the Property in a manner acceptable to Purchaser.

1.3 Title Commitment. The term "Title Commitment" shall mean and refer to a commitment for the issuance of an owner's policy of title insurance. Any such Title Commitment shall include copies of all documents referenced therein and shall agree to insure any easements benefiting the Property.

1.4 Title Company. The term "Title Company" shall mean Hyde Park Title Agency, LLC, an Ohio limited liability company.

1.5 Fully Approved Lots. The term "Fully Approved Lot" shall mean and refer to a portion of real estate that has been entitled with the necessary Governmental Approvals as a buildable lot for a single-family residence, that has been identified by all applicable Governmental Authorities as a separate parcel or lot that legally exists, for which Final Development Plan approval has been obtained such that it can be constructed or developed in accordance with the site plan approved by the Purchaser, and for which Final Construction Drawings have been approved by the applicable Governmental Authorities.

1.6 Closing. The term "Closing" shall mean the conveyance of the Property to Purchaser in accordance with the terms of this Agreement and in exchange for the payment of the Purchase Price. The Closing shall take place at a time and date mutually agreeable to Purchaser and Seller at the offices of the Title Company or at such other location as specified by Purchaser.

1.7 Deposit. The term "Deposit" shall mean and refer to any monetary payment Purchaser pays to the Title Company or Seller in advance of a Closing.

1.8 Business Day. The term "Business Day" shall mean any Monday through Friday, excluding days on which federally chartered financial institutions or banks chartered by the state where the Property is located are closed for business.

1.9 Permitted Funding Day. Notwithstanding any other provision herein, any Closing under this Agreement or date when a Deposit or Additional Deposit is due must occur on both a Friday and a Business Day as defined above (a "Permitted Funding Day" or "Funding Date"), and if funds are due from Purchaser on a day that is not a Permitted Funding Day, then the day the funding will occur will automatically be extended to the next day that is a Permitted Funding Day unless Purchaser agrees otherwise in writing.

1.10 Effective Date. The term "Effective Date" shall mean the last date this Agreement is fully executed.

2. Obligation to Sell/Purchase. Subject to the requirements, terms, and conditions of this Agreement, Seller agrees to sell, and Purchaser agrees to purchase, the Property.

2.1 Purchase Price & Deposit. The purchase price ("Purchase Price") to be paid by Purchaser to Seller shall be: (i) Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) for 1501 Kingsbury Drive, and (ii) Three Hundred Fifty Thousand and

00/100 Dollars (\$350,000.00) for 9211 Halesworth Drive. The Purchase Price is subject to the adjustments provided herein and is payable as follows:

2.1.1 Deposit. On the first Permitted Funding Date that occurs five (5) Business Days after the Effective Date, Purchaser shall pay an initial, refundable Deposit of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to the Title Company. The Deposit shall be held in escrow in a non-interest-bearing account and shall be refundable as provided herein. The Deposit shall be applied as a credit towards the Purchase Price.

2.1.2 Payment of Balance. The balance of the Purchase Price shall be paid at the Closing, subject to adjustments and the credits, debits, and prorations identified in this Agreement.

2.2 Return of Deposit. The Parties agree that notwithstanding any other provision herein to the contrary and regardless of timing, the Deposit shall be returned to Purchaser upon the occurrence of any of the following events: (a) upon termination of this Agreement by Purchaser in the event Seller fails to cure any title defect Seller agreed to cure; (b) upon termination of this Agreement by Purchaser in the event of a default by Seller; (c) upon failure to obtain the Governmental Approvals to develop the Property as Purchaser desires despite a good faith effort; (d) upon Seller's failure to cooperate with any Governmental Approval process or application; or (e) upon termination of this Agreement by Purchaser pursuant to an express right contained herein to terminate and receive a refund of the Deposit.

3. Due Diligence.

3.1 Seller's Deliverables. Within ten (10) Business Days of the Effective Date ("Seller Deliverable Date") Seller shall furnish true and accurate copies of the following Seller's deliverables (the "Seller Deliverables"), to the extent they may be in the possession, custody, or control of Seller or Seller's agents, officers, employees, or attorneys: (i) a Title Commitment on the Property ("Preliminary Title Commitment"), along with all title reports and title policies and all Phase I and II environmental studies; (ii) geotechnical studies and reports; (iii) copies of any existing surveys, including those in CAD/CAM format, and preliminary plats for the Property (hereinafter collectively referred to as the "Survey"); (iv) all approved plans and specifications for the Property; (v) civil engineering plans; (vi) a final soils geotechnical report performed by a licensed soil engineer; (vii) all applicable Seller's Governmental Approvals obtained to date in connection with the Property or any portion thereof; (viii) notices of violations of statutes, ordinances, laws, rules, or regulations received by Seller within the last year; and (ix) any other reports, investigations, or documents pertaining to the Property in Seller's possession, certified to Purchaser. To the extent that any of the Seller Deliverables are not in Seller's possession as of the Seller Deliverable Date, Seller shall be under a continuing obligation to deliver the same to Purchaser within three (3) days of receipt of the same. Failure of Seller to provide the deliverables in a timely manner shall not constitute an event of default.

3.2 Vendors. To the extent that Seller has engaged any vendor prior to the Effective Date, if requested by Purchaser, Seller shall authorize any vendor of Seller to communicate directly with Purchaser and to reasonably cooperate with Purchaser to supply a certification or reliance letter which extends to Purchaser regarding the studies, reports, and any other material prepared by such vendor. Purchaser shall be responsible for the payment of any cost required for such certification or reliance letter (but at its discretion, such that Purchaser can decline to receive any such certification). The failure or refusal by a vendor to provide any such certification shall not serve as a default against Seller unless such failure or refusal is a result of Seller's action or inaction. A list of vendors used by Seller on the project to date is included in the attached **Exhibit B**.

3.3 Purchaser's Due Diligence. Purchaser's obligation to buy the Property is contingent upon its determination that the Property is acceptable, and unless extended as provided herein, Purchaser shall have twelve (12) full months following the Seller Deliverable Date in Section 3.1 (the "Due Diligence Period"), to complete its due diligence. Seller hereby represents and warrants that Purchaser and Purchaser's agents, employees, designees, contractors, surveyors, engineers, architects, attorneys, and other consultants shall have the right, at Purchaser's expense, to (a) make inquiries and meet with members of Governmental Authorities regarding the Property, and (b) enter upon the Property at any time and from time to time to perform any and all surveys, test borings, and other physical tests, inspections, and investigations of the Property which Purchaser may deem necessary, so long as such entry does not interfere with the operations of Seller, in which case, such entry shall be at a time mutually agreeable to both parties.

3.3.1 Voluntary Extensions. Purchaser shall have the right to extend the Due Diligence Period two (2) separate times, for ninety (90) days each time, for a possible total of one hundred eighty (180) days if both extensions are exercised, by paying the Title Company, on or before the expiration of the then-current Due Diligence Period, Ten Thousand Dollars (\$10,000.00) ("Extension Payment") per extension. Each Extension Payment shall be applicable to the Purchase Price but non-refundable except as provided herein. Hereinafter, unless specifically identified, the term Deposit shall also include any Extension Payment actually paid.

3.3.2 Automatic Extensions. The Due Diligence Period shall be automatically extended (or renewed if already expired) in the event of: (i) pending litigation regarding either the Property or any Governmental Approvals associated with the Property; (ii) an appeal or due process hearing before any Governmental Authority, state agency, or quasi-judicial authority regarding the Property, provided that such delay is not the fault of or requested by Purchaser; (iii) Purchaser being delayed in obtaining any Governmental Approval due to no fault of Purchaser; (iv) either Party being delayed beyond thirty (30) days in obtaining any off-site easements that are necessary to develop the Property as intended; (v) Seller not curing any Non-Monetary Lien that Seller agreed to cure; or (vi) Seller refusing to reasonably cooperate with all Governmental Approvals as requested by Purchaser. If any of the foregoing events occur, the automatic extension shall be equal to the length of time caused by any of the

foregoing. If the automatic extension should last longer than twelve (12) full months, Seller or Purchaser shall have the right to terminate this Agreement by sending written notice to the other party, in which case this Agreement will terminate, and the Deposit will be returned to Purchaser. Notwithstanding anything to the contrary, the Due Diligence Period and all time periods for Purchaser to either perform any act or pay any amount of money (except for payment of the Deposit) shall be automatically tolled on a day-for-day basis until the foregoing events are cured to Purchaser's satisfaction, and Purchaser shall exercise reasonable discretion in judging conditions of its own satisfaction. By way of example, if any of the items in this Section causes a ten (10) day delay, then by virtue of the automatic extension, all remaining times periods shall also be extended by ten (10) days.

3.4 Restoration. If Purchaser fails to close on the Property and damages the Property during any of its investigations, then Purchaser shall restore the Property as nearly as practicable to its prior condition as of the Effective Date. Notwithstanding the foregoing, Purchaser has no obligation to compensate Seller for any of the following, and the repair and indemnity obligations do not apply to: (a) any loss, liability, cost, or expense which arises from or is related to the acts or omissions of Seller or its agents or consultants, (b) any diminution in value of the Property or damage to any crops grown thereon, (c) any latent defects in the Property discovered by Purchaser, (d) the release or spread of any pre-existing Hazardous Substances (as defined herein) which are discovered on or under the Property by Purchaser, providing the release was not caused by Purchaser; or (e) any of Seller's alleged or actual consequential damages of any kind, including but not limited to lost rent from any tenant, lost profits, or any change in real estate taxes that results from Purchaser's investigation or successful purchase and Closing of the Property.

3.5 Purchaser's Due Diligence Materials. Within the first thirty (30) days of the termination of this Agreement, upon written request by Seller in accordance with Section 12.1 below, Purchaser will make its surveys, plats, and plans for the Property, as well as any reports prepared by third parties, excluding any of Purchaser's engineering studies or engineering reports ("Purchaser's Due Diligence Materials") available via electronic mail delivery to Seller. Seller, in Seller's discretion, may arrange to travel to Purchaser's principal place of business for Seller to copy Purchaser's Due Diligence Materials at Seller's expense. Purchaser hereby represents and warrants to Seller that Purchaser will not alter, modify, or change the surveys, plats, and plans for the Property that are made available to the Seller. Seller's reliance upon or utilization of Purchaser's Due Diligence Materials shall be at Seller's sole risk; Purchaser shall have no responsibility or liability for any errors or omissions in Purchaser's Due Diligence Materials.

4. Title & Survey.

4.1 Title Report and Title Insurance. For purposes of this Agreement, title shall be classified into three categories: (i) Monetary Liens; (ii) Non-Monetary Liens; and (iii) Permitted Encumbrances.

4.1.1 Category Definitions.

(a) **Monetary Liens.** "Monetary Lien" shall mean delinquent and non-delinquent real estate taxes and any mechanic's lien, judgment lien, HOA lien, special assessment, pledge, mortgage, deed of trust, security deed, conditional sale contract, lease, security agreement, collateral assignment, UCC financing statement, or other encumbrance capable of being satisfied by the payment of a specified sum or monetary payment of money. At times, Monetary Liens may be further classified as either voluntary or involuntary.

(b) **Non-Monetary Liens.** "Non-Monetary Lien" shall mean any easement, conveyance, reservation, restriction, covenant, condition, right of way, lis pendens, affidavit of facts, cloud on title, or right of occupancy or possession.

(c) **Permitted Encumbrances.** Every condition or aspect of title that does not meet the definition of a Monetary Lien or a Non-Monetary Lien, or to which Purchaser does not object, shall be a "Permitted Encumbrance" providing it does not (i) preclude the Purchaser from building on the Property the number of houses it desires, or (ii) prevent Purchaser from selling houses to homeowners.

4.1.2 Title Defects.

(a) **Monetary Liens.** Purchaser shall have a standing objection to all Monetary Liens, without the need to place Seller on notice of the same. No Monetary Lien shall ever be considered a Permitted Encumbrance. Seller shall satisfy, release, cure, or bond off all Monetary Liens (including mortgages) on or before the Closing Date, and Seller can use the proceeds of the Purchase Price to do so.

(b) **Non-Monetary Liens.** Within sixty (60) days of the Seller Deliverable Date, Purchaser may send Seller notice of any objectionable Non-Monetary Liens ("Title Defect Notice"). Except as provided below, any Non-Monetary Lien not expressly included within the Title Defect Notice shall be a Permitted Encumbrance. Within thirty (30) days of Seller's receipt of the Title Defect Notice, Seller shall provide Purchaser with a response ("Title Response") wherein Seller specifies which Non-Monetary Lien(s) it will correct and which Non-Monetary Lien(s), if any, it will not correct. At least thirty (30) days prior to Closing, Seller shall cure all Non-Monetary Liens that it agreed to correct in the Title Response. In the event Seller elects not to cure a Non-Monetary Lien identified in the Title Defect Notice, Purchaser can either: (i) terminate this Agreement and receive a full refund of the Deposit as provided herein, at which point all further obligations under this Agreement shall cease except as expressly provided herein; or (ii) elect to proceed to Closing and accept title subject to such Title Defect(s), in which event the previously identified Title Defect(s) will be deemed to be Permitted Encumbrance(s). At any time prior to any Closing, Purchaser, at its sole cost, can update title as it deems necessary, and if any updated title ("Title Updates") reveals any Title Defect(s) neither created by Purchaser nor contained within the Preliminary Title Commitment ("New Title Defect(s)"), Purchaser can notify Seller of the New Title Defect(s), and Seller shall then have ten (10) days to notify Purchaser whether or not

Seller will cure the New Title Defect(s), provided that Seller shall cure all Monetary Liens. Seller shall pay for the Preliminary Title Commitment and the owner's title insurance policy. Purchaser shall pay for any endorsements and Title Updates Purchaser selects.

4.2 Plats & Surveys. If Seller does not have a Survey to provide to Purchaser in accordance with Section 3.1 above, then Purchaser shall obtain a Survey at Purchaser's expense. The Survey shall be acceptable to Purchaser, in Purchaser's reasonable exercise of discretion. Purchaser shall notify Seller in writing of any objections to the items found in the Survey ("Survey Objections") prior to the end of the Due Diligence Period. Survey Objections shall be treated as Non-Monetary Liens pursuant to the above, and, thus, Purchaser shall have the same rights and remedies therefore. Seller agrees to use reasonable diligence to cure any such Survey Objection and shall have sixty (60) days from receipt of Purchaser's notice of Survey Objections to do so. If Seller declines or fails to cure any Survey Objection to Purchaser's sole and complete satisfaction, Purchaser shall have the right to: (i) terminate this Agreement, in which case the Deposit shall be returned to Purchaser, and the Parties shall be relieved of all further obligations under this Agreement except those that are stated as surviving the termination or expiration of this Agreement; or (ii) if practical and reasonable, redefine the Property to exclude the objectionable survey area. If necessary, the Due Diligence Period shall be extended thirty (30) days after the foregoing sixty (60) days so that Purchaser can verify and inspect Seller's cure. Additionally, should it be discovered at any point in the future that the legal descriptions utilized by Seller are materially incorrect or materially defective, then Purchaser reserves the right to make additional objections, and Seller agrees to remedy any such defects as called for above.

5. Closing. The closing of the purchase and sale of the Property (the "Closing") shall occur on the first Permitted Funding Date that occurs forty-five (45) days after all of the Conditions Precedent described in Section 6 have been either satisfied or waived (the "Closing Date").

5.1 Closing Costs; Pro-rations. Transfer fees, transfer taxes, and all real estate taxes for time periods owed prior to the Closing Date (whether due, owing, or delinquent) shall be paid by Seller. All other real estate taxes will be pro-rated as of the Closing Date (based on the Purchase Price at the current tax rates), shall be final as of the Closing Date, and shall not be subject to any post-closing adjustments, Board of Revision claims, or revaluations. All water and sewer charges and any municipal, rubbish removal, or other charges will be pro-rated or paid in full as of the Closing Date. If the Property is enrolled in a Current Agricultural Tax Valuation ("CAUV") program, Seller shall be responsible for paying any tax recoupment owed for the prior three (3) years that would come due should the Property be taken out of agricultural production.

5.2 Deed. Conveyances shall be by general warranty deed to Purchaser, its successors, and assigns, in fee simple, free and clear of all liens and all encumbrances except the Permitted Encumbrances, with good and marketable title, and such as will be insured at the Seller's expense by the Title Company at its usual rates.

6. Conditions Precedent to Closing. In addition to Seller's performance of all its other obligations, covenants, and agreements hereunder, Purchaser's obligation to purchase the Property is subject to the satisfaction of the following conditions precedent, any of which may be waived in whole or in part by Purchaser, in writing and at Purchaser's sole discretion, at or prior to the Closing (the "Conditions Precedent"). If any of the Conditions Precedent have not been satisfied or waived, Purchaser shall have the right, in its sole discretion, to extend the Closing Date or to terminate this Agreement at any time, in which case the Deposit shall be returned to Purchaser as provided herein, and all further obligations between the Parties shall cease, except as expressly provided herein.

6.1 Representations and Warranties. The representations and warranties of Seller set forth herein, including those set forth in Articles 7, 8, and 9 below, shall be true on the Effective Date and as of the Closing Date.

6.2 Seller Covenants and Agreements. Seller shall have fully complied with all of Seller's obligations, covenants, and agreements provided herein.

6.3 Condition of Property. Except as contemplated in this Agreement, there shall have occurred no material adverse change in the environmental, physical, or legal condition of the Property from the Effective Date to the Closing Date.

6.4 Title. Seller shall deliver marketable title to the Property, and the Title Company shall be unconditionally prepared to issue a standard ALTA owner's form title insurance policy, insuring marketable fee simple title to the Property with a liability limit in the amount of the Purchase Price at standard premium rates.

6.5 Condemnation. There shall be no threatened or pending condemnation or eminent domain proceedings with respect to the Property or any part thereof.

6.6 Litigation. There shall be no litigation or legal proceeding pending, threatened against, or related to the Property or any part thereof.

6.7 No Moratorium. There shall be no general moratorium ("Moratorium") imposed, announced, or threatened by any Governmental Authority that would result in the denial of any permit necessary for the construction, use, or occupancy of the Property for residential purposes.

6.8 Appeal Periods Exhausted. All time periods to appeal any Governmental Approval must be fully exhausted, and there can be no threatened litigation.

6.9 Suitability for Development. All off-site easements that may be needed for Purchaser to utilize the Property for its intended purpose (including but not limited to easements for sewer, water, gas, electric, cable, telephone, and stormwater) must be (i) obtained by Seller prior to Closing, and (ii) recorded prior to or simultaneously with Closing.

7. Seller's Representations and Warranties. To induce Purchaser to enter this Agreement, Seller makes the warranties and representations below, each of which shall be true and correct as of the Effective Date and on the Closing Date, and each of which shall specifically survive the Closing and shall not be merged into the Deed:

7.1 Title. Seller shall have the ability to provide Purchaser fee simple marketable record title to the Property, free and clear of all liens, defects, encumbrances, conditions, exceptions, restrictions, or other matters whatsoever affecting title to the Property, except for (a) current real estate taxes and assessments which are not yet due and payable, (b) the Permitted Encumbrances; and (c) those additional easements, restrictions, exceptions, and conditions which are acceptable or waived by Purchaser.

7.2 Authority. The person signing below on behalf of Seller is duly authorized to execute this Agreement and to bind Seller, and neither the execution and delivery of this Agreement nor the performance by Seller of its obligations hereunder will violate or constitute an event of default under the terms or provisions of any agreement, document, other instrument, or legal requirement to which Seller is a party or by which it or the Property is bound.

7.3 Seller Not Foreign Person. Seller is not a foreign person or entity as defined by the Internal Revenue Code of 1986 § 1445, as amended, and Purchaser is not obligated to withhold portions of the Purchase Price for the benefit of the Internal Revenue Service.

7.4 No Litigation. To Seller's actual knowledge, there are no actions, lawsuits, proceedings or claims affecting Seller, the Property, or any portion thereof, or relating to the ownership, operation, use, or occupancy of the Property, pending or being prosecuted (i) in any court, (ii) before any federal, state, county, or municipal department, commission, board, bureau, or agency, or (iii) before any other governmental entity.

7.5 Title. Prior to the Closing, Seller will be the legal fee simple title holder to the Property, and Seller will have marketable record title to the Property.

7.6 No Outstanding Agreement Obligations or Commitments. To Seller's actual knowledge, no oral or other written contract or agreement exists that contains an unperformed obligation or contingent liability relating to the Property, including, without limitation, contributions of money or land, and Seller has not made any commitment or representation to any Governmental Authority or any adjoining or surrounding property owner which would (i) be binding on Purchaser or the Property in any way, or (ii) interfere with Purchaser's ability to develop and improve the Property as a residential development.

7.7 Landfill; Environmental. To the best of Seller's knowledge, no portion of the Property has been used as a landfill, a shooting range, a dump for garbage or refuse, or for the storage or disposal of any Hazardous Materials, and no part of the

Property contains any Hazardous Materials. There are no underground or aboveground storage tanks on the Property and, to Seller's knowledge, there never have been any underground or aboveground storage tanks on the Property. Seller represents and warrants, to the best of Seller's knowledge, that the Property is free of environmental contamination. Seller has not disposed of or released Hazardous Substances in or on the Property, and Seller has no actual knowledge of Hazardous Substances being present in or on the Property. For purposes of this paragraph, the term "Property" includes, without limitation, surface water and groundwater in, on, or below the surface of the Property. The term "Hazardous Substances" means: (i) those substances that are listed in, defined in, or regulated under (or that may create legal responsibilities under) the following Federal Statutes, the laws of the State of Ohio with a similar purpose, and all regulations thereunder, as they exist on the Closing Date or as previously enforced: the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Solid Waste Disposal Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Oil Pollution Act of 1990, the Emergency Planning and Community Right-to-Know Act of 1986, and the Clean Air Act; and (ii) if not otherwise described by subsection 7.7(i) above, any petrochemical or petroleum products, oil or coal ash, coal slag, pesticides, explosives, radioactive materials, radon gas, lead paint, asbestos in any form that is or could be friable, urea formaldehyde foam insulation, and underground storage tanks, pipelines, or any transformers or other equipment that contain dielectric fluid which may contain polychlorinated biphenyls.

7.8 No Defaults. Seller is not in default under the provisions of any agreement, deed of trust, or other encumbrance, lien, or restriction related to the Property.

7.9 No Parties in Possession. To Seller's actual knowledge, there are no other parties in possession of any portion of the Property, and no party has been granted any license, lease, option, or other right relating to the use or possession of the Property.

7.10 Access. The Property has frontage on a public street, road, or highway.

7.11 No Special Assessments. Seller has not received notice of any pending special assessments against or relating to the Property.

7.12 Duty to Disclose – Change of Circumstances. Seller shall disclose to Purchaser in writing any facts, conditions or events that become known to Seller after the Effective Date that make any representation or warranty contained in Articles 7, 8, or 9 herein untrue or inaccurate or that otherwise have a material effect upon the Property or its use. Such written disclosure shall be made within the earlier of: (i) five (5) days after obtaining such knowledge, or (ii) prior to Closing. The disclosure after the Effective Date of information that makes a representation or warranty contained in Articles 7, 8, and 9 herein untrue or inaccurate is not a breach of this Agreement if such disclosed information was not known to Seller on the Effective Date and provided Seller was not a cause in making the representation or warranty untrue or inaccurate. Prior to

a termination of this Agreement, Seller shall not take any action, fail to take any required action, or willfully allow or consent to any action that would cause any of Seller's representations or warranties to become untrue.

8. Survival. The representations and warranties contained in this Agreement shall not be merged into the Deed, but instead shall survive the Closing for a period of one (1) year (the "Survival Period"). Following the end of the Survival Period, each such representation and warranty shall automatically be null and void and of no further force and effect unless, on or prior to the end of the Survival Period, Purchaser shall have provided Seller with a notice alleging that Seller is in breach of such representation or warranty and specifying in reasonable detail the nature of such breach. If litigation is commenced and a court of competent jurisdiction journalizes a final, non-appealable order stating that (a) Seller was in breach of the applicable representation or warranty as of the date such representation or warranty was given or deemed given, and (b) Purchaser suffered damages by reason of such breach, then Purchaser shall be entitled to receive an amount equal to such damages.

9. Seller's Covenants.

9.1 No Contracts Without Purchaser's Consent. Seller shall not enter any contract, agreement, lease, writing, or instrument regarding the Property without the prior written consent of Purchaser. Additionally, after the Effective Date, Seller shall not convey any interest in the Property without Purchaser's prior written consent.

9.2 Prompt Notice. Seller shall promptly advise Purchaser in writing (and deliver copies to Purchaser) of any notices concerning the Property that Seller receives from any appraisal districts, utility companies, taxing authorities, or any city, county, or other governmental authority, agency, department, division, or instrumentality having jurisdiction over the Property, and of any litigation, arbitration, or administrative hearing concerning the Property.

9.3 Compliance with Governing Authority. Seller shall comply with all requirements of the governing jurisdiction, including, but not limited to, any applicable permits issued by any Governmental Authority.

9.4 Notice of Condemnation, Litigation, or Moratorium. Seller shall notify Purchaser, within ten (10) days of receipt, of any notice of any actual or threatened (i) taking or condemnation of all or any portion of the Property, (ii) litigation that affects the Property, or (iii) Moratorium by any governmental party that affects the Property. If, prior to the Closing, all or any portion of the Property or any rights or easements therein shall be taken by condemnation or rights of eminent domain or like process, or shall be threatened therewith, or if any litigation or Moratorium occurs or is threatened, and the same, in Purchaser's sole and absolute discretion, would have a materially adverse impact upon Purchaser's development or use thereof, then Purchaser may elect, by giving written notice to Seller, to either: (a) continue this Agreement in full force and effect for any time, and from time to time in Purchaser's sole discretion; (b) delete the portion of the Property affected from this Agreement, with a proportionate reduction in

the Purchase Price; or (c) terminate this Agreement at any time, whereupon any Deposit shall be delivered to Purchaser. In the case of condemnation, all interest of Seller in and to any condemnation award which may be payable to Seller on account of such occurrence shall be assigned to Purchaser at the Closing.

9.5 Accuracy of Sellers's Representations, Warranties, and Certifications. All of Seller's representations, warranties, and certifications contained herein are true and accurate on the Effective Date and shall be true and accurate on the Closing Date.

9.6 Seller's Cooperation. Seller shall cooperate with Purchaser in the application and processing of any applications, approvals, and permits required for the development of the Property, including, when requested, by executing and delivering applications and other documents required by any Governmental Authority.

10. On and Off-Site Improvements. It is contemplated that the site will be designed with all on-site stormwater management and will have access to all utilities (including sanitary, storm, water and electric) which must be confirmed prior to the expiration of the Due Diligence Period. Should, however, additional off-site easements or improvements be required on any property owned by either Seller or a third party, then, if requested, Seller shall: (i) reasonably cooperate with Purchaser's attempt to obtain, at Purchaser's sole cost and expense, an easement reasonably acceptable to Purchaser from all necessary parties, and/or (ii) convey a mutually and reasonably acceptable easement to Purchaser for the same and all easements and agreements for such off-site improvements. If owned by Seller, then Seller must provide any such easements and agreements to Purchaser at no additional cost. If Purchaser is not able to obtain any such easements and agreements prior to expiration of the Due Diligence Period, then the Due Diligence Period shall be automatically extended until such time as the off-site easements are obtained, so long as Purchaser acts at all times in a reasonably timely manner with respect to securing such easements and agreements.

11. Default and Remedies.

11.1 Seller's Default. If Seller fails to fully and timely perform any of its obligations or covenants hereunder, and such failure continues for thirty (30) days following notice thereof in writing from Purchaser, Seller shall be in Default. In the event of any Seller Default, Purchaser may, at its option, and in its sole discretion: (a) provide Seller with additional time to cure, (b) terminate this Agreement by further written notice to Seller, in which event the Deposit shall be refunded to Purchaser, and the Parties shall have no further liability under this Agreement, (c) seek specific performance of Seller's obligations under this Agreement, unless Seller has sold the Property to a third party, in which case Purchaser shall be entitled to recover all of its equitable remedies and monetary damages, including but not limited to lost profits, or (d) seek monetary damages, if Seller's Default is a breach of Seller's certifications, representations or warranties contained herein. All the rights and remedies in this Section are cumulative and can be elected or exercised collectively, separately, or at different times, and except for termination, the election of one remedy shall not preclude any other.

11.2 Purchaser's Default. If Purchaser fails to fully and timely perform any of its obligations or covenants hereunder, and such failure continues for thirty (30) days following written notice specifically identifying the default and providing the Purchaser an opportunity to cure the same, then Seller may: (a) grant, from time to time, such extensions of time as Purchaser deems proper under the circumstances without thereby waiving any other remedy permitted in this Agreement; or (b) terminate this Agreement by further written notice to Purchaser. In such event, Seller may receive from the Title Company the Deposit to the extent actually paid prior to the Default, and retain the same as full liquidated damages, any interest shall be paid to Seller, and the Parties shall thereafter have no further liability under this Agreement, except for any obligations and liabilities that expressly survive its termination. Seller hereby waives all other remedies for Purchaser's default under this Agreement, including, without limitation, any claim for monetary damages and the right to enforce specific performance of this Agreement. Purchaser and Seller acknowledge and agree that it would be difficult or impossible to ascertain the damages suffered by Seller as a result of any breach or default by Purchaser hereunder and agree that such liquidated damages are a reasonable estimate of such damages. Seller further acknowledges and agrees that: (a) Purchaser was materially induced to enter into this Agreement in reliance upon Seller's agreement to accept such Deposit actually paid as Seller's sole and exclusive remedy, and (b) Purchaser would not have entered into this Agreement but for Seller's agreement to so limit Seller's remedies as provided herein.

12. Miscellaneous Provisions.

12.1 Notice. Regardless of whether such is expressly specified herein, any notice to be given or served upon any party hereto in connection with this Agreement must be made in writing and: (a) delivered by hand delivery, (b) deposited in the United States Mail, postage prepaid, (c) sent via registered or certified mail, return receipt requested, (d) sent via e-mail (with receipt verification), or (e) delivered to a national courier service, such as Federal Express, for delivery not later than the next business day. Notices shall be addressed to Seller or Purchaser, or such party's agent or representative, at the following addresses or to such other address or such other person as the addressee party shall have last designated by notice to the other party pursuant to the provisions of this Agreement. However, any party may change its contact information for the purpose of this notice paragraph by giving written notice of the change to the other party as provided above in this paragraph. Purchaser's counsel is expressly permitted to execute and deliver notices (but not sign agreements) for Purchaser, and Seller's counsel is expressly permitted to execute and deliver notices (but not sign agreements) for Seller.

If to Seller:

Winton Woods City School District
Steve Denny
denny.steve@wintonwoods.org
825 Waycross Road, Suite A
Cincinnati, OH 45240

With a copy to:

Laurence Bergman

NAI Bergman
4695 Lake Forest Dr # 100
Cincinnati, OH 45242
larry@bergman-group.com

and

Ryan M. LaFlamme
Ennis Britton Co., L.P.A.
1714 W. Galbraith Rd.
Cincinnati, OH 45239
rlaflamme@ennisbritton.com

If to Purchaser:

Maronda Homes of Cincinnati, LLC
11 Timberglen Dr
Imperial, PA 15126
Attn. Ronald W. Wolf, President

and

Attn. Robert Mihok,
President Midwest Operations
rmihok@maronda.com

and

Attn. Chris Ruddle, CFO
ruddlec@maronda.com

With copies to:

Maronda Homes of Cincinnati, LLC
4710 Interstate Dr
Cincinnati, OH
Attn. Todd Lipschutz,
John Konovodoff &
Brian Hoesl
lipschutz@maronda.com
konovodoff@maronda.com
hoeslb@maronda.com

and

Paul T. Saba, Esq.
Stagnaro, Saba & Patterson Co., LPA
2623 Erie Ave.
Cincinnati, Ohio 45208
pts@sspfirm.com

and

Doug Tenenbaum
tenenbaumrealestate@gmail.com

If to Title Company:

Hyde Park Title Agency, LLC
2623 Erie Ave.
Cincinnati, Ohio 45208
Attn: Steven Swick
sws@sspfirm.com

12.2 Entire Agreement; Amendments. This Agreement embodies the entire agreement between the Parties and cannot be amended except by written agreement signed by both Seller and Purchaser.

12.3 Waivers. No written waiver by Seller or Purchaser of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision herein or a consent to any subsequent breach of the same or any other provision. If any action by Seller or Purchaser shall require the consent or approval of the other party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

12.4 Captions. The captions, section numbers, and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not (a) define, limit, construe, or describe the scope or intent of such paragraphs, sections, or articles, or (b) affect this Agreement in any way.

12.5 Severability. If any clause or provision of this Agreement is deemed by a court of law to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid, or unenforceable, there shall be added in lieu thereof a provision as similar in terms to such provision as is possible while remaining legal, valid, and enforceable.

12.6 Governing Law and Venue. The laws of the State of Ohio shall govern the validity, enforcement, and interpretation of this Agreement. Venue for any legal action in connection with the Property or this Agreement shall lie only in the Ohio state courts of Hamilton County or the federal courts.

12.7 Counterparts. This Agreement may be executed by facsimile or other electronic or digital signature in any number of counterparts, which may be exchanged via facsimile or e-mail, any one and all of which shall constitute the agreement of the Parties, and each of which shall be deemed an original, but all of which together shall constitute one and the same document.

12.8 Construction. The Parties acknowledge that they have had the opportunity to be represented by counsel in connection with the transactions contemplated herein and that this Agreement shall be interpreted according to its fair construction and shall not be construed more strictly against the drafting party.

12.9 Further Assurance. The Parties hereby agree to execute such documents after Closing as may be reasonably necessary to effectuate the transaction contemplated hereunder.

12.10 Commissions. Each party represents and warrants to the other that it is represented by a broker in connection with the transaction. Seller is represented by Laurence Bergman of NAI Bergman, and Seller shall pay any brokerage fee, commission, or other cost due and owing to its broker in connection with this

transaction. Purchaser is represented by Doug Tenenbaum of HER, Realtors, and Purchaser shall pay any brokerage fee, commission, or other cost due and owing to its broker in connection with this transaction. The Parties represent that they have not engaged any other brokers to represent them in this transaction.

13. WAIVER OF JURY TRIAL. THE PARTIES HERETO DO HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT ANY PARTY MAY HAVE TO A JURY TRIAL IN EVERY JURISDICTION IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14. Assignment. This Agreement is not assignable except that Purchaser shall have the right to assign this Agreement at any time and without Seller's consent to either a developer that will develop the Property into residential building lots for Purchaser's benefit. Additionally, the Purchaser may assign this Agreement with the Seller's consent to a third-party assignee that agrees to fully assume all obligations of the "Purchaser" under this Agreement. Upon such assignment by the Purchaser, Purchaser shall have no further liability or obligations under this Agreement.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, estates, personal representatives, successors, and assigns.

16. Force Majeure. Notwithstanding anything herein, if at any time during the term of this Agreement any federal, state, county, or city government or municipality with jurisdiction over the Property, or any state, federal or local agency with jurisdiction over the Property, issues, imposes, enacts, or enforces any law, ordinance, statute, regulation, order, or moratorium, or embraces or endorses a suspension of conducting any in-person meetings or administrative or public hearings regarding the zoning of the Property, which actually delays either party's ability to obtain its respective Government Approvals (a "Delay"); then, in that event, Purchaser shall have the right to either: (i) notify Seller that this Agreement, and all time periods set forth herein, are extended for a period equal to the period of the Delay, or (ii) waive its rights under this Section and proceed in accordance with the terms of this Agreement. If such Delay extends for a period of one (1) year, Purchaser may terminate this Agreement by written notice of same, in which event the Deposit shall be immediately returned to Purchaser, and the Parties shall be relieved of further obligations under this Agreement, except for any obligations that expressly survive the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set out below each of their signatures.

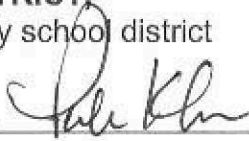
SELLER:

PURCHASER:

BOARD OF EDUCATION OF THE

MARONDA HOMES OF

**WINTON WOODS CITY SCHOOL
DISTRICT**
a city school district

By: 

Name: Paula Kuhn

Title: President

Date: 6/26/2023

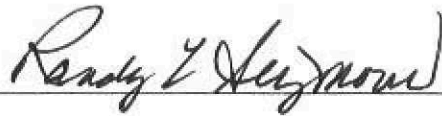
CINCINNATI, LLC,
an Ohio limited liability company

By: _____

Name: Ronald W. Wolf

Title: President

Date: _____

By: 

Name: Randy Seymour

Title: Treasurer

Date: 6/26/2023

EXHIBIT A
[Legal Description]

Situate in Section 30, Town 3, Entire Range 1, Miami Purchase, Springfield Township, City of Forest Park, Hamilton County, Ohio and being the entire 28.849 acre parcel conveyed to Board of Education, Greenhills-Forest Park City School District and recorded in D.B. 3783 Page 503, being more particularly described as follows:

Commencing at the northwest corner of Lot 223 of Winton Forest Subdivision, Block D Part 4 as recorded in P.B. 144 Page 1, said point being in the east line of Otter Creek Part 7 as recorded in P.B. 226 Page 1; Thence along the northerly extension of the west line of Lot 223, being the east line of said Otter Creek Part 7, N32°57'56"W a distance of 119.89 feet to a concrete monument found at the northeast corner of Lot 139 of Otter Creek – Part 7; Thence along a northwest line of said Otter Creek Subdivision Part 7, S56°59'39"W a distance of 304.05 feet to a 5/8" iron pin set; Thence along the west line of said Otter Creek Subdivision Part 7, S36°27'09"W, passing a 1" iron pin found at 53.53 feet, a total distance of 763.68 feet to a 1" iron pin found at a westerly corner of Lot 114, being the northeast corner of Lot 112 of Otter Creek – Part 1 as recorded in P.B. 211 Page 48; Thence along north lines of said Otter Creek Subdivision – Part 1, the following four courses:

- 1.) N84°11'32"W a distance of 6.32 feet to a 5/8" iron pin found;
- 2.) N50°44'42"W a distance of 631.15 feet to a 5/8" iron pin set;
- 3.) N59°20'42"W a distance of 154.84 feet to a 5/8" iron pin found;
- 4.) N85°22'42"W a distance of 182.87 feet to a concrete monument found at the northwest corner of Lot 103 of Otter Creek Subdivision – Part 1, said point being in the east right-of-way line of Norbourne Drive (60' R/W); Thence along the east right-of-way line of Norbourne Drive, N04°37'18"E a distance of 736.24 feet to a 5/8" iron pin set at a point of curvature; Thence along a curve to the right, an arc distance of 19.63 feet to a 5/8" iron pin set at a point of tangency, said curve having a radius of 12.50 feet, a central angle of 90°00'00" and a chord bearing N49°37'18"E for 17.68 feet; Thence along the south right-of-way line of Kingsbury Drive (60' R/W), the following three courses:

- 1.) S85°22'42"E a distance of 630.27 feet to a 5/8" iron pin set at a point of curvature;
- 2.) along a curve to the left, an arc distance of 395.08 feet to a 5/8" iron pin set at a point of tangency, said curve having a radius of 602.96 feet, a central angle of 37°32'32" and a chord bearing N75°51'03"E for 388.05 feet;
- 3.) N57°04'48"E a distance of 209.48 feet to a 5/8" iron pin set at a point of curvature;

Thence along a curve to the right, an arc distance of 19.63 feet to a 5/8" iron pin set at a point of tangency, said curve having a radius of 12.50 feet, a central angle of 89°57'16" and a chord bearing S77°56'34"E for 17.67 feet; Thence along the west right-of-way line of Lincolnshire Drive (60' R/W), S32°57'56"E a distance of 314.40 feet to a 1" iron pin found at the north corner of Lot 161 of Winton Forest Subdivision – Block A Part 3, as recorded in P.B. 179 Page 20; Thence along the northwest line of said Lot 161, S57°02'04"W a distance of 125.00 feet to a 5/8" iron pin found (bent); Thence along the west line of said Winton Forest Subdivision – Block A Part 3, S32°57'56"E a distance of 335.56 feet to the Point of Beginning, containing 28.772 acres more or less and being subject to easements, restrictions, and rights-of-way of record. Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD'83 (2011). The above description is based on a field survey performed by The Kleingers Group in February 2022, under the direct supervision of David L. Cox, Ohio Professional Surveyor No. 7101.

EXHIBIT B
[Vendor List]

Architect/Engineer

SHP
312 Plum Street, Suite 700
Cincinnati, Ohio 45202

Demolition

Alpha Demolition & Excavating Inc.
PO Box 360
Harrison, Ohio 45030

Surveying

The Kleingers Group
6219 Centre Park Drive
West Chester, Ohio 45069

Title Agency

Riverbend Commercial Title Services
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45202