

Winton Woods Board of Education
Minutes
Regular Meeting – July 22, 2024

The Winton Woods Board of Education met in Regular Session on Monday, July 22, 2024 at Winton Woods South Campus, Lake Room 1106, 147 Farragut Road, Cincinnati, Ohio. 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. Brandon Smith, Mr. Bill Speelman, Dr. Viola Johnson, Mrs. Angela Knighten, Ms. Debra Bryant. Also present were Mr. Steve Denny, Superintendent Pro-Tempore and Mr. Randy Seymour, Treasurer.

PUBLIC COMMENTS

COMMENTS TO THE BOARD OF EDUCATION FROM THE ASSOCIATIONS

WWTA REPRESENTATIVE – Absent

OAPSE REPRESENTATIVE – Absent

WAIVE READING OF THE MINUTES

On a motion by Mr. Smith, seconded by Mrs. Knighten to waive the reading of the minutes for the following meetings:

Regular Meeting – June 24, 2024

Regular Meeting – July 8, 2024

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye; Ms. Bryant, Aye

President Bryant declared the motion carried.

APPROVAL OF MINUTES

On a motion by Dr. Johnson, seconded by Mr. Smith to approve the minutes for the following meetings:

Regular Meeting – June 24, 2024

Regular Meeting – July 8, 2024

Vote: Mr. Smith, Aye; Mr. Speelman, Aye June 24, 2024, abstain July 8, 2024; Dr. Johnson, Aye; Mrs. Knighten, Aye; Ms. Bryant, Aye

President Bryant declared the motion carried.

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TREASURER'S REPORT

The Financial Statements for the month of June, 2024 were approved and filed for audit.

Mr. Randy Seymour, Treasurer informed the Board that the Records Commission will meet on August 12, 2024 at 6:15 p.m. at the Winton Woods Community Building, Room 105, 8 Enfield Street, Cincinnati, Ohio. A meeting notice will be sent.

TREASURER'S RECOMMENDATIONS

Investments – June, 2024

07-82-24 On a motion by Mr. Speelman, seconded by Dr. Johnson to approve the Investment Report for June, 2024.

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

Student Fee Schedule

07-83-24 On a motion by Dr. Johnson, seconded by Mr. Smith to approve the Student Fee Schedule for the 2024 – 2025 School Year as presented. (Attached)

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

REPORTS OF THE SUPERINTENDENT

First Read: Revised and New Policies

- New Policy po7541 - Property - Electronic Data Processing Disaster Recovery Plan
- Revised Policy 8600.04 - Operations - Bus Driver Certification
- Revised Policy 8660 - Operations - Incidental Transportation of Students by Private Vehicle
- Revised Policy po2623 - Program - Student Assessment and Academic Intervention Services
- Revised Policy po2623.02 - Program - Third Grade Reading Guarantee

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REPORTS OF THE SUPERINTENDENT – (Cont.)

First Read: Revised and New Policies – (Cont.)

- Revised Policy po3120.04 - Professional Staff - Employment of Substitutes
- Revised Policy po3140 - Professional Staff - Termination and Resignation
- Revised Policy po4140 - Classified Staff - Termination and Resignation
- Revised Policy po5310 - Student Health Screening
- Revised Policy po8600 - Operations – Transportation
- Revised Policy po8640 - Operations - Transportation for Non-Routine Trips
- Revised Policy po8650 - Operations - Transportation by Vehicles Other Than School Buses

Mr. Jeremy Day, Executive Director of Business Affairs, presented a Facilities Update on the Early Childhood Central Campus.

SUPERINTENDENT RECOMMENDATIONS

Personnel Schedules

07-84-24 On a motion by Dr. Johnson, seconded by Ms. Bryant to approve the personnel schedules as presented.

Schedule A – Resignations/Retirements

Resignations:

Linda Lewis, Food Service, WWSC, effective 07/01/24
Jovana Mitchell, Special Ed. Assistant, SCPS, effective 07/03/24
Regina Sisk, Special Ed. Assistant, ECCC, effective 07/08/24
Jamie Hogue, Teacher, NCHS, effective 08/01/24
Shawna Talley, Teacher, WWPS, effective 07/31/24
Kendra Kirsch, Assistant Principal, NCHS, effective 07/09/24
Abigail Blume, Long-Term Teacher Sub., NCMS, effective 05/30/24

Schedule B – Personnel Employment – Certificated

New Hires:

Marcus Donaldson, Long-Term Sub., NCHS, \$45,571, effective 08/07/24
Seth Page, Teacher, NCHS, \$77,284, effective 08/05/24
Jonathan Fisher, Teacher, SCES, \$91,142, effective 08/05/24
Romell Salone, Assistant Primary Principal, SCPS, \$76,000, effective 08/01/24
Lanisha Simmons, Assistant High School Principal, NCHS, \$97,000, effective 08/01/24

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SUPERINTENDENT RECOMMENDATIONS – (Cont.)

Personnel Schedules – (Cont.)

Schedule B – Personnel Employment – Certificated – (Cont.)

Change in Status:

Lavinia Biernacki, from Teacher to High School Assistant Principal, NCHS, \$80,000, effective 08/01/24

Lavinia Biernacki, from Teacher to High School Assistant Principal, NCHS, per diem, effective 07/01/24 – 07/31/24

Jahquil Hargrove, from Primary Asst. Principal to Intermediate Asst. Principal, SCIS, \$83,500, effective 08/01/24

Jahquil Hargrove, from Primary Asst. Principal to Intermediate Asst. Principal, SCIS, per diem, effective 07/01/24 – 07/31/24

Salary Adjustments:

Laj'Jae Johnson, Teacher, NCMS, \$73,957, effective 08/01/24

Mica Thompson, Teacher, NCMS, \$73,957, effective 08/01/24

Chelsea Lakeberg, Teacher, ECCC, \$62,018, effective 08/01/24

Parthenia Wynn, Long-Term Sub., SCPS, \$45,571, effective 08/01/24

Lysha Broad, Teacher, SCPS, \$52,006, effective 08/01/24

Theresa Robinson, Teacher, NCHS, \$77,284, effective 08/01/24

Robert Robison, Teacher, NCHS, \$81,977, effective 08/01/24

Jessica Anthony, Teacher, SCES, \$54,373, effective 08/01/24

Gregory Forest, Tutor, NCHS, \$31.25/hr, effective 08/01/24

Catherine Swaine, Teacher, NCHS, \$54,343, effective 08/01/24

Schedule C – Personnel Employment Support Staff

New Hires:

Brenda Kohimorgen, Food Service, NCHS, \$15.82/hr, effective 08/01/24

Tanya Whitson, Food Service, NCHS, \$14.95/hr, effective 08/01/24

Lisa Wynn, Bus Driver, \$24.48/hr, effective 08/01/24

Kathy Kennedy, Sub. Clerical, \$15.94/hr, effective 08/01/24

Chantel Smith, Sub. Clerical, \$15.94/hr, effective 07/09/24

Chantel Smith, Clerical A, Enrollment Center, \$20.63/hr, effective 07/29/24

Paula Allmon, Ed. Assistant, Project Success, \$21.05/hr, effective 08/01/24

Markus Harris, Security Monitor, NCHS, \$22.39/hr, effective 07/01/24

Summer Personnel:

Maria Earl, Clerical A, Summer Enrollment, \$21.11/hr, effective 07/01/24 – 08/06/24

Change in Status:

Gloria Allen, Ed. Assistant, from full-time to part-time, Transportation, \$18.72/hr, effective 08/01/24

Breanna Johnson, Special Ed. Assistant, from part-time to full-time, NCHS, \$18.33/hr, effective 08/01/24

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SUPERINTENDENT RECOMMENDATIONS – (Cont.)

Personnel Schedules – (Cont.)

Schedule C – Personnel Employment Support Staff – (Cont.)

Change in Status: (Cont.)

Lois Folden, Special Ed. Assistant, from part-time to full-time, NCHS, \$19.28/hr, effective 08/01/24

Alyse Canaday, from Special Ed. Assistant to Food Service, ECCC, \$16.66/hr, effective 08/01/24

Ashley Freeland, from Food Service Lead to Food Service Campus Supervisor, ECCC, \$38,684, effective 08/01/24

Schedule D – Personnel Employment Certificated and Uncertificated (Including Extra Duties

See Attached

Schedule E – Leaves

Tiara Bonner-Morales, Special Ed. Assistant, SCES, 08/07/24 – 09/27-24, F.M.L.A.

Tammy Segrist, Secretary, SCIS, Intermittent, 06/10/24 – 06/10/25, F.M.L.A.

Ebony Watts, Teacher, NCHS, 08/01/24 – 07/31/25, Unpaid Child Care Leave

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

Supplemental Salary Schedule

07-85-24 On a motion by Mr. Smith, seconded by Mrs. Knighten to approve the Supplemental Salary Schedule effective August 1, 2024 as presented. (Attached)

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

School Bus Stops for School Year 2024-2025

07-86-24 On a motion by Mr. Smith, seconded by Dr. Johnson to approve the list of school bus stops for the 2024-2025 school year as presented. (Attached)

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

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SUPERINTENDENT RECOMMENDATIONS -- (Cont.)

School Uniform Policy for School Year 2024-2025

07-87-24 On a motion by Mr. Smith, seconded by Ms. Bryant to approve the School Uniform Policy (po5511.01 – Student – School Uniform Policy) for School Year 2024 – 2025 as presented. (A copy is available from the Office of the Superintendent.)

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

Code of Conduct for School Year 2024-2025

07-88-24 On a motion by Mrs. Knighten, seconded by Mr. Smith to approve the Code of Conduct for the School Year 2024 - 2025 as presented. (Attached)

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

Resolution Approving Service for the Abatement and Demolition of Primary North

07-89-24 On a motion by Mr. Speelman, seconded by Mr. Smith to approve the Resolution "Approving the Construction Documents, Cost of Work of Construction and Issuance of an Invitation to Bid for General Contracting Services Associated with the District's Primary North Abatement and Demolition Project" as presented. (Attached)

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried

Appointment of Purchasing Agent

07-90-24 On a motion by Mr. Smith, seconded by Mrs. Knighten to approve Mr. Jeremy Day, Executive Director of Business Affairs, to serve as the Superintendent's designated purchasing agent.

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

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EXECUTIVE SESSION

07-91-24 On a motion by Ms. Knighten, seconded by Mr. Smith to move into Executive Session at 7:24 p.m. for the following purpose: “To Confer with Legal Counsel Regarding Pending or Imminent Court Action”.

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

At 7:46 p.m. President Bryant declared the Executive Session concluded for the following purpose: “To Confer with Legal Counsel Regarding Pending or Imminent Court Action”. On the roll call the following members were present: Mr. Brandon Smith, Mr. Bill Speelman, Dr. Viola Johnson, Mrs. Angela Knighten, Ms. Debra Bryant.

Settlement Agreement

07-92-24 On a motion by Dr. Johnson, seconded by Mr. Smith to approve a Settlement Agreement for a student on an Individual Educational Plan as presented. (Attached)

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

BOARD OF EDUCATION REPORTS

- Legislative Report
- Great Oaks Report

BOARD ITEMS

President Bryant volunteered to be the delegate to the Ohio School Boards Capital Conference on November 10-12, 2024 and appointed Mr. Speelman as the Alternate Delegate.

Treasurer’s Contract Salary

07-93-24 On a motion by Mrs. Knighten, seconded by Mr. Speelman to amend the salary of Mr. Randy L. Seymour, Treasurer to be \$148,000.00 effective August 1, 2024.

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

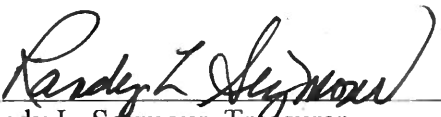
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**COMMENTS FROM MEMBERS OF THE BOARD OF EDUCATION AND
SUPERINTENDENT**

ADJOURNMENT

There being no further business, President Bryant declared the meeting adjourned at 08:04 p.m.

ATTEST:



Randy L. Seymour, Treasurer

APPROVED:



Ms. Debra Bryant, President

WINTON WOODS CITY SCHOOLS
Bank Reconciliation Statement
June 2024 (Year to Date)

Fund Balance			Book Balance		Bank Balance	
001	General Fund	\$18,850,035.60	Beginning Balance	\$32,315,431.18	Fifth Third Bank	\$2,262,268.00
002	Bond Retirement	3,882,655.44			Petty Cash	0.00
003	Permanent Improvement	1,955,632.34	Plus: Receipts	76,994,535.57	Food Service-Drawer	0.00
004	Building	177,831.96	Less: Expenditures	(77,211,250.08)	Athletic-Gate	0.00
006	Lunchroom	1,624,734.58				
007	Special Trust	124,534.47				
010	Classroom Facilities	3,255,946.82				
018	Public School Support	106,219.05	Ending Balance	32,098,716.67	Total	2,262,268.00
019	Local Grants	91,943.65				
022	District Agency	0.00				
034	Classroom Facilities Maintenance	1,631,697.97	Outstanding Warrants			
200	Activity Fund	23,099.97				
300	Athletic Fund	174,464.68	Fifth Third Bank	590,656.20	Investments:	
401-9024	Auxiliary Services - JPII	97,930.44			Star Ohio	17,853,636.01
439-9024	Early Childhood Education	0.00			Star Ohio - Building Local	2,083,909.33
451-9024	Connectivity	0.00			Star Ohio - Building State	1,358,969.43
499-9223	Safety Grant FY23	17,153.61			Meeder Investments	9,116,185.08
499-9224	Safety Grant FY24	14,793.75			Meeder Invest (Building)	0.00
507-9023	ARP/ESSER III	23,258.73				30,412,699.85
507-9222	ARP Homeless	0.00				
516-9024	IDEA-B	12,065.50				
536-9024	Title I Non-Competitive School Improv	1,406.80			Bank Adjustments	
551-9024	Title III LEP	4,932.30	Total	590,656.20	Pay School Accounts	
572-9024	Title I FY24	14,362.51			Food Service	0.00
572-9324	EEOC	10,285.62			General Acct	120.00
584-9024	Title IV-A	398.19			Pay School In-Transit	120.00
584-9224	Stronger Connections	0.00	Book Adjustments			
587-9024	IDEA ESCE	183.45				
590-9024	Title II-A	3,149.24			Grants In Transit	14,285.07
			Total	0.00	Total	14,405.02
Total Fund Balance		32,098,716.67	Book Balance	32,098,716.67	Bank Balance	2,262,268.00
Plus: outstanding warrants		590,656.20	Plus: outstanding warrants	590,656.20	Plus: investments	30,412,699.85
		0.00	Plus: book adjustments	0.00	Plus: bank adjustments	14,405.02
Adjusted Fund Balance		\$32,689,372.87	Adjusted Book Balance	\$32,689,372.87	Adjusted Bank Balance	\$32,689,372.87

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


Randy L. Seymour, Treasurer

WINTON WOODS CITY SCHOOLS
General Fund Receipts
June 30, 2024

	<u>Estimated Revenue</u>	<u>% of Revenue</u>	<u>Revenue MTD</u>	<u>Revenue FYTD</u>	<u>Percentage Received</u>
Local:					
Real Estate Taxes	\$23,000,000	39.58%	\$0	23,030,582	100.13%
Public Utility Personal Property	2,400,000	4.13%	0	2,411,350	0.00%
Tuition (1)	1,230,000	2.12%	10,719	1,299,328	105.64%
Interest	1,400,000	2.41%	141,688	1,519,896	108.56%
Student Fees	20,000	0.03%	495	18,284	91.42%
Rental Fees	50,000	0.09%	2,525	31,746	63.49%
Other (2)	380,300	0.65%	23,350	322,405	84.78%
Total Local Revenue	<u>28,480,300</u>	<u>49.01%</u>	<u>178,777</u>	<u>28,633,591</u>	<u>100.54%</u>
State:					
Foundation Fund	22,400,000	38.55%	1,839,653	22,470,547	100.31%
Homestead & Rollback	2,720,000	4.68%	0	2,716,579	99.87%
Other (3)	4,061,000	6.99%	671,061	4,653,219	114.58%
Total State Revenue	<u>29,181,000</u>	<u>50.22%</u>	<u>2,510,715</u>	<u>29,840,345</u>	<u>102.26%</u>
Federal:					
Other (4)	450,000	0.77%	20,760	53,412	11.87%
Total Federal Revenue	<u>450,000</u>	<u>0.77%</u>	<u>20,760</u>	<u>53,412</u>	<u>11.87%</u>
GRAND TOTAL	<u>\$58,111,300</u>	<u>100.00%</u>	<u>\$2,710,251</u>	<u>58,527,348</u>	<u>100.72%</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
June 30, 2024

	Appropriation + Carry Over	% Total Appr.	Expended MTD	Expended FYTD	Encumbered FYTD	Balance	% Spent
Personal Services (100)	\$32,596,000	54.69%	\$2,604,063	\$32,239,897	\$0	\$356,103	98.91%
Fringe Benefits (200)	11,845,445	19.87%	893,591	11,506,927	632	\$337,886	97.15%
Purchased Services (400)	11,238,873	18.86%	984,715	10,044,951	80,385	\$1,113,536	90.09%
Materials & Supplies (500)	2,383,047	4.00%	195,246	1,962,417	6,727	\$413,902	82.63%
Capital Outlay (600)	319,500	0.54%	88,988	292,732	0	\$26,768	91.62%
Other (800)	826,900	1.39%	9,191	762,085	100	\$64,715	92.17%
Transfers/Advances (900)	390,000	0.65%	0	0	0	\$390,000	0.00%
Total	\$59,599,764	100.00%	\$4,775,794	\$56,809,009	\$87,845	\$2,702,911	95.46%

Object Numbers:

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

Appropriation Summary:

FY24 Appropriations	\$59,386,795	
FY23 Carryover Encumbrances	212,969	
Total Appropriations	<u>\$59,599,764</u>	6.013

WINTON WOODS CITY SCHOOLS
General Fund Expenditures by Function
June 30, 2024

	Appropriation	% Total	Expended	Expended	Encumbered		
	+ Carry Over	Appr.	MTD	FYTD	FYTD	Balance	% Spent
Regular (1100)	\$21,312,452	35.76%	\$1,941,957	\$20,921,926	\$0	\$390,526	98.17%
Special (1200)	13,274,000	22.27%	1,001,397	12,876,758	19,298	377,944	97.15%
Pupils (2100)	4,253,950	7.14%	263,843	3,844,801	22,514	386,635	90.91%
Instructional Staff (2200)	2,351,366	3.95%	166,792	2,113,060	9,868	228,438	90.28%
Board of Education (2300)	330,964	0.56%	36,160	292,389	3,755	34,820	89.48%
School Adm. (2400)	4,679,950	7.85%	371,898	4,667,389	802	11,759	99.75%
Fiscal Services (2500)	1,632,379	2.74%	87,204	1,580,142	2,977	49,259	96.98%
Business Services (2600)	358,900	0.60%	34,641	347,711	0	11,189	96.88%
Oper. of Plant (2700)	5,216,050	8.75%	435,308	4,641,858	14,563	559,628	89.27%
Pupil Trans. (2800)	3,721,842	6.24%	327,591	3,557,966	13,810	150,066	95.97%
Central Support Services (2900)	832,092	1.40%	62,928	813,165	257	18,670	97.76%
Community Services (3000)	43,500	0.07%	0	28,673	0	14,827	65.92%
Extracurricular (4000)	1,052,320	1.77%	36,870	983,659	0	68,661	93.48%
Capital Outlay (5000)	150,000	0.25%	9,206	139,511	0	10,490	93.01%
Contingencies and Transfers (7000)	390,000	0.65%	0	0	0	390,000	0.00%
Total	\$59,599,764	100.00%	\$4,775,794	\$56,809,009	\$87,845	\$2,702,911	95.46%

Functions:

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

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

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

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

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

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

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

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

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

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

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

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

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

Contingencies (7000): To be used for unanticipated emergencies.

Appropriation Summary:

FY24 Appropriations	\$59,386,795
FY23 Carryover Encumbrances	212,969
Total Appropriations	<u>\$59,599,764</u>

6.014

WINTON WOODS CITY SCHOOLS
Year To Date Summary as of
June 30, 2024

FUND	Beginning Balance	FYTD Revenues	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
001 General	\$17,131,696	\$58,527,348	\$56,809,009	\$18,850,036	\$87,845	\$18,762,191
Special Revenue Funds:						
018 Public School Support	88,837	44,445	27,063	106,219	0	106,219
019 Other Grants	121,216	98,903	128,176	91,944	0	91,944
034 Classroom Facilities Maint.	1,569,640	300,017	237,959	1,631,698	36,585	1,595,113
300 District Managed Activity	140,919	216,620	183,074	174,465	0	174,465
401 Auxiliary Services	57,725	382,316	342,111	97,930	0	97,930
439 Preschool Education	0	119,000	119,000	0	0	0
451 Data Communication	0	11,985	11,985	0	0	0
499 Miscellaneous State Grants	21,027	31,947	21,027	31,947	14,794	17,154
507 ESSER	7,637	4,500,652	4,485,030	23,259	877,111	(853,853)
516 IDEA	15,315	913,688	916,938	12,066	26,779	(14,714)
536 Title I School Improvement	857	253,020	252,470	1,407	25,665	(24,258)
551 Limited English Proficiency	3,290	194,386	192,743	4,932	6,120	(1,188)
572 Title I, SQI and EOEC	13,596	1,546,885	1,535,832	24,648	44,894	(20,246)
584 Title IV-A	1,903	116,616	118,121	398	14,163	(13,765)
587 IDEA Early	895	15,590	16,301	183	0	183
590 Title II-A	411	218,175	215,437	3,149	9,746	(6,597)
599 Miscellaneous Federal Grants	0	0	0	0	0	0
Debt Service Funds:						
002 Bond Retirement	3,675,532	3,462,574	3,255,451	3,882,655	0	3,882,655
Capital Projects Funds:						
003 Permanent Improvement	2,410,515	2,866,350	3,321,233	1,955,632	1,465,343	490,289
004 Building	178,614	3,455	4,237	177,832	141,362	36,470
010 Classroom Facilities	5,078,394	205,567	2,028,014	3,255,947	1,330,611	1,925,336
007 Special Trust	118,798	116,049	110,313	124,534	0	124,534
Agency Funds:						
200 Student Activity	21,157	29,606	27,662	23,100	0	23,100
022 District Agency	0	0	0	0	0	0
Enterprise Funds:						
006 Food Services	1,657,458	2,819,341	2,852,065	1,624,735	48,701	1,576,033
Total	<u>\$32,315,431</u>	<u>\$76,994,536</u>	<u>\$77,211,250</u>	<u>\$32,098,717</u>	<u>\$4,129,720</u>	<u>\$27,968,997</u>



TO: WWCSB Board of Education
 FROM: Randy Seymour, Treasurer
 DATE: June 30, 2024
 SUBJECT: June Investments

The Treasurer requests official approval of the following investments of interim funds made June 30, 2024

	Investments	Interest	Interest Rate	
General Fund:				
Money Markets:				
Star Ohio	\$17,853,636	\$85,476	5.59%	
Meeder Investments	9,116,185	55,218	various	
5th/3rd	2,262,268	1,426	0.50%	Includes earnings credit
	<u>29,232,089</u>	<u>142,120</u>		
Building Fund:				
Local Share:				
Money Markets:				
Star Ohio	2,083,909	9,271	5.59%	
	<u>2,083,909</u>	<u>9,271</u>		
Building Fund:				
State Share:				
Money Markets:				
Star Ohio	1,358,970	6,046	5.59%	
	<u>1,358,970</u>	<u>6,046</u>		
Total	<u>\$32,674,968</u>	<u>\$157,437</u>		

WINTON WOODS CITY SCHOOL DISTRICT
FEE SCHEDULE

2024-2025

ADVANCED PLACEMENT TEST FEES

AP English Literature & Language	98.00
AP English Language & Composition	98.00
AP Calculus AB	98.00
AP Calculus BC	98.00
AP Art Drawing	98.00
AP Physics	98.00
AP American History	98.00
AP Government	98.00
AP Human Geography	98.00
AP Chemistry	98.00

STUDENT PARTICIPATION FEES

Student Parking (High School)	50.00
High School	
Athletics - per activity (Sports, Drill Team, Drama)	120.00
Band	120.00
Varsity Ensemble	120.00
Maximum per student	300.00
Maximum per family	600.00
Middle School	
Athletics - per activity	70.00
Maximum per student	180.00
Maximum per family	360.00

SCHEDULE D	Name	License/Permit	PERSONNEL EMPLOYMENT CERTIFICATED AND UNCERTIFICATED (including extra duties)	Board Meeting Date: July 22, 2024		
				Teaching/Extra Duty Assign.	Salary or Rate	Funding
	Mentor Teacher Stipend paid for by Miami University					
	Beth Alt	Certified	Student Teacher Mentor	\$600.00	General	Spring 2024
	Mentor Teacher Stipend paid for by University of Cincinnati					
	Tracey Bellerjeau	Certified	Student Teacher Mentor	\$1,100.00	General	Spring 2024
	Andrew Lock	Certified	Student Teacher Mentor	\$700.00	General	Spring 2024
	Anna Owens	Certified	Student Teacher Mentor	\$700.00	General	Spring 2024
	Brian Gelter	Certified	Student Teacher Mentor	\$700.00	General	Spring 2024
	Edana Huskey	Certified	Student Teacher Mentor	\$300.00	General	Spring 2024
	Nicole Behler	Certified	Student Teacher Mentor	\$700.00	General	Spring 2024
	Stephen Metz	Certified	Student Teacher Mentor	\$700.00	General	Spring 2024
	Chelsea Lakeberg	Certified	Student Teacher Mentor	\$100.00	General	Spring 2024
	Sarah Todd	Certified	Student Teacher Mentor	\$100.00	General	Spring 2024
	Brandi VanderYacht	Certified	Student Teacher Mentor	\$100.00	General	Spring 2024
	Summer Classified Staff					
	Jerry Schappacher	N/A	Summer Bus Driver	Rate	General	6/3/2024 - 7/26/2024
	James Benjamin	N/A	Summer Bus Driver	Rate	General	6/3/2024 - 7/26/2024
	Trina Walton	N/A	Summer Bus Detailer	\$175 per bus	General	6/3/2024 - 7/26/2024
	Special Ed. Department Extended School Year Services					

Deborah Houser	5 Yr. Prof. of Ed. K-12 Develop. Handicapped Multihandicapped Exp. 6/30/2025	Special Ed. Extended School Year Certified	\$29.00/hr up to 30 hrs	General	6/3/2024- 8/3/2024
Christy Rook	5 Yr. Prof. Ed. Develop. Handicapped Specific Learning Disabled Exp. 6/30/2029	Special Ed. Extended School Year Certified	\$29.00/hr. up to 30 hrs	General	6/3/2024- 8/3/2024
NCHS Summer Curriculum Work				Title 1 Non- Competitive & Expanding Opportunities for Every Child (EOEC)	
Carol Becci-Youngs	Certified	Art	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024- 7/31/2024
Harmony Maine	Certified	Art	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024- 7/31/2024
Danelle Ashbrook	Certified	Band	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024- 7/31/2024
Alexander Kress	Certified	Choir	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024- 7/31/2024
Beth Calkowski	Certified	Choir	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024- 7/31/2024
Chad Murphy	Certified	<u>ED / Behavior Program (Special Ed)</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024- 7/31/2024
Denise Lewis-Davenport	Certified	<u>ED / Behavior Program (Special Ed)</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024- 7/31/2024
Michael Walker	Certified	<u>ED / Behavior Program (Special Ed)</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024- 7/31/2024
Isabella Rozzi	Certified	ELA	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024- 7/31/2024
Christopher Moran	Certified	ELA	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024- 7/31/2024
Maggie Trace	Certified	ELA	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024- 7/31/2024

Majic Gabbard	Certified	ELA	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Marcus Donaldson	Certified	ELA	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Maria Wilson	Certified	ELA	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Melissa Albers	Certified	ELA	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Samantha Schrader	Certified	ELA	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Timothy Combes	Certified	ELA	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Tristan Walker	Certified	ELA	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Na Yang	Certified	ESL	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Cheyenne Payne	Certified	Global Language	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Claudia Aviles	Certified	Global Language	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Claudia Brown	Certified	Global Language	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Jamie Hogue	Certified	Global Language	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/9/2024
Kristina Deal	Certified	Global Language	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Nicole Zistler	Certified	Global Language	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Conner Loechner	Certified	<u>Math</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Edana Huskey	Certified	<u>Math</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Jacob Fields	Certified	<u>Math</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Joshua Amstutz	Certified	<u>Math</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Nicole Behler	Certified	<u>Math</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024

Nicole Williford	Certified	<u>Math</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Josh Thompson	Certified	Orchestra	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Agnes Boateng	Certified	<u>PBIS/Advisory</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Chandni Patel	Certified	<u>PBIS/Advisory</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Edana Huskey	Certified	<u>PBIS/Advisory</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Evelyn Suesberry	Certified	<u>PBIS/Advisory</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Karen Savage	Certified	<u>PBIS/Advisory</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Lisa Butts	Certified	<u>PBIS/Advisory</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Paige Hoff	Certified	<u>PBIS/Advisory</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Deborah Tutorius	Certified	Science	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Paige Hoff	Certified	Science	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Zachary Sauer	Certified	Science	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Wendy Chism	Certified	Social Studies	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Andrew Lock	Certified	Social Studies	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Austin Green	Certified	Social Studies	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Brian Schultz	Certified	Social Studies	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Chandi Patel	Certified	Social Studies	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Jeremy Rogers	Certified	Social Studies	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Katherine Power	Certified	Social Studies	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024

Michelle Kozlowski	Certified	Social Studies	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Presley Spicer	Certified	Social Studies	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Rachel Pigg	Certified	Social Studies	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Robert Robinson	Certified	Social Studies	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Denise Lewis-Davenport	Certified	<u>Special Education</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Ebony Watts	Certified	<u>Special Education</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Evelyn Suesberry	Certified	<u>Special Education</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Karen Savage	Certified	<u>Special Education</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Kelly Stiens	Certified	<u>Special Education</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Kristina Grosser	Certified	<u>Special Education</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Sydney Allen	Certified	<u>Special Education</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
Theresa Robinson	Certified	<u>Special Education</u>	\$29.00/ hr. up to 10 hrs	EOEC	6/3/2024-7/31/2024
NCMS Summer Curriculum Work				Title 1 Non Competitive & Expanding Opportunities for Every Child (EOEC)	
John Carmack	Certified	Fine Arts	\$29.00/hr. up to 10 hrs.	EOEC	6/3/2024-7/31/2024
Matthew Buhl	Certified	Fine Arts	\$29.00/hr. up to 10 hrs.	EOEC	6/3/2024-7/31/2024
Zachary Cochran	Certified	Fine Arts	\$29.00/hr. up to 10 hrs.	EOEC	6/3/2024-7/31/2024

<u>Curriculum/Assessment Development K-6</u>						
Haley Backscheider	Certified	Kindergarten	\$29.00/hr. up to 15 hrs.	ARP ESSER	6/3/2024-9/30/2024	
Brooke Rice	Certified	2nd Grade	\$29.00/hr. up to 15 hrs.	ARP ESSER	6/3/2024-9/30/2024	
Jonetta Parker	Certified	2nd Grade	\$29.00/hr. up to 15 hrs.	ARP ESSER	6/3/2024-9/30/2024	
Shavonne Roach	Certified	2nd Grade	\$29.00/hr. up to 15 hrs.	ARP ESSER	6/3/2024-9/30/2024	
Michelle Bretz	Certified	4th Grade	\$29.00/hr. up to 15 hrs.	ARP ESSER	6/3/2024-9/30/2024	
Student Wellness Facilitators						
Nyeasha James	N/A	Student Wellness Facilitator	\$2,500.00	Hamilton County Health Department We Thrive Grant	2024-2025	
Taisha James	N/A	Student Wellness Facilitator	\$2,500.00	Hamilton County Health Department We Thrive Grant	2024-2025	
Anna Owens	N/A	Student Wellness Facilitator	\$2,500.00	Hamilton County Health Department We Thrive Grant	2024-2025	
Tara Riley	N/A	Student Wellness Facilitator	\$2,500.00	Stronger Connections Grant	2024-2025	
Amber Ruthen	N/A	Student Wellness Facilitator	\$2,500.00	Stronger Connections Grant	2024-2025	
Murphy Terrell	N/A	Student Wellness Facilitator	\$2,500.00	Stronger Connections Grant	2024-2025	
Maria Melgoza	N/A	Student Wellness Facilitator	\$2,500.00	Stronger Connections Grant	2024-2025	
District Supplementals						

Tonya Bray	N/A	Summer Warrior Workout	\$3,000.00	General	06/04/2024-7/25/2024
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Supplemental Salary Schedule

Group 1

HS Head Football Coach
HS Band Director
HS Boys Basketball Head Coach
HS Girls Basketball Head Coach
HS Girls Crew Rowing Coach
Assistant Athletic Director

Group 2

HS Boys Strength Training Coach
HS Girls Strength Training Coach
HS Choir Director

Group 3

HS Assistant Varsity Football Coach (4)
HS Boys Basketball Varsity Assistant (2)
HS Girls Basketball Varsity Assistant (2)
HS Lacrosse Head Coach
HS Volleyball Head Coach
HS Color Guard Director/Choreographer
HS Assistant Band Director
HS Orchestra Director
HS Spring Musical Director
Cheer Leading/Tumbling Coach District

Group 4

HS Junior Varsity Football Coach (4)
HS Boys Basketball Junior Varsity Coach
HS Girls Basketball Junior Varsity Coach
HS Boys Soccer Head Coach
HS Girls Soccer Head Coach
HS Boys Wrestling Head Coach
HS Girls Wrestling Head Coach
HS Lacrosse Varsity Assistant Coach
HS Volleyball Varsity Assistant Coach
HS Boys Track Head Coach
HS Girls Track Head Coach
HS Band Associate Band Director
HS Choir Assistant Director
Percussion Specialist
HS Fall Play Director
HS Yearbook
HS Auditorium Supervisor

Group 5

HS Freshman Football Head
HS Freshman Assistant Football (2)
HS Girls Basketball Freshman Coach
HS Boys Basketball Freshman Coach
HS Varsity Cheer Coach Basketball
HS Boys Soccer Assistant Varsity Coach
HS Girls Soccer Assistant Varsity Coach
HS Boys Wrestling Varsity Assistant Coach
HS Girls Wrestling Varsity Assistant Coach
HS Boys Wrestling Junior Varsity Coach
HS Girls Wrestling Junior Varsity Coach
HS Baseball Head Coach
HS Softball Head Coach
HS Lacrosse Junior Varsity Coach
HS Volleyball Junior Varsity Coach
HS Boys Track Varsity Assistant Coach (2)
HS Girls Track Varsity Assistant Coach (2)
HS Boys and Girls Track Pole Vault Coach
HS Stage Director Spring

Group 6

HS Varsity Head Cheer Coach Football
HS JV Cheer Coach Basketball

Effective August 1, 2024

Group 6 – (Cont.)

HS Volleyball Freshman Coach
HS Boys Soccer Junior Varsity Coach
HS Girls Soccer Junior Varsity Coach
HS Boys Bowling Head Coach
HS Girls Bowling Head Coach
HS Baseball Varsity Assistant Coach
HS Softball Varsity Assistant Coach
HS Boys Golf Coach
HS Girls Golf Coach
HS Boys Tennis Coach
HS Girls Tennis Coach
HS Cross Country Head Coach
HS Boys Track Junior Varsity Coach
HS Girls Track Junior Varsity Coach
HS Head Swimming Coach (MS)
MS Head Football Coach 7th
MS Head Football Coach 8th
MS Boys 7th Grade Basketball Coach
MS Boys 8th Grade Basketball Coach
MS Girls 7th Grade Basketball Coach
MS Girls 8th Grade Basketball Coach
MS Cross Country Coach Boys & Girls
MS Boys Head Track Coach
MS Girls Head Track Coach
MS Boys Soccer Coach
MS Girls Soccer Coach
MS Head Wrestling Coach
MS Volleyball Coach (3)
HS Stage Crew Director Fall
MS Choir Director
MS Orchestra Director
HS Student Council Co-Chair (2)

Group 7

HS Junior Varsity Cheer Football
HS Freshman Cheer Coach Basketball
HS Baseball Junior Varsity Coach
HS Softball Junior Varsity Coach
HS Bowling Junior Varsity Coach
HS Assistant Swim Coach (MS)
HS Assistant Cross Country Coach
MS Assistant Football Coach 7th
MS Assistant Football Coach 8th Grade
MS Boys Assistant Track Coach
MS Girls Assistant Track Coach
MS Assistant Wrestling Coach
MS Baseball Team
MS Softball Team
MS Cheer Coach 7th Grade Basketball
MS Cheer Coach 8th Grade Basketball
District Jazz Band
HS A-Capella Director (2)
MS Production Director

Group 8

HS Freshman Cheer Coach Football
MS Cheer Coach 7th Grade Football
MS Cheer Coach 8th Grade Football
MS Assistant Baseball Coach
MS Asst. Softball Coach
MS Band Director
MS Musical Choreographer
Visual Art Co-Director (2)
Academic Quiz Team

Winton Woods City School District

2024 - 2025 BUS STOPS for BOARD APPROVAL

7/22/2024

1006 GARNOA DR
1006 KEMPER MEADOW DR
1009 HALESWORTH DR
1012 IRONSTONE DR
10133 LEACREST RD
10225 LEACREST RD
1039 MCKELVEY RD
105 JUNEFIELD AVE
10657 CHELMSFORD RD
1069 GARNOA DR
1082 INDRA CT
11679 HINKLEY DR
1086 INDRA CT
1093 WAYCROSS RD
1105 WEST KEMPER RD
11051 EMBASSY DR
11074 DONORA LN
1119 WAYCROSS RD
11250 LOCKPORT CT
11270 LODGEVIEW CT
11273 LINCOLNSHIRE DR
11332 SOUTHLAND RD
11406 KARY LN
11409 OAKSTAND DR
11427 ROSE LN
11435 FITCHBURG LN
11438 FARMINGTON RD
11444 FARMINGTON RD
11447 GRESHAM PL
11453 FIESTA CT
11468 FARMINGTON RD
11487 GENEVA RD

915 HOLDERNESS LN
928 MCKELVEY ROAD
929 GOODHUE CIR
931 GLASGOW DR
9319 WINTON RD
9325 WINTON RD
933 SARBROOK DR
942/945 HALESWORTH DR
9529 LEEBROOK DR
956 SMILEY AV
9596 LEEBROOK DR
9636 WINTON RD
969 HAVENSPOET DR
970 KEMPER MEADOW DR
9724 WINTON RD
974 HOLDERNESS LN
975 HARKIN DR
975 HARROGATE CT
9752 WINTON RD
987/982 W KEMPER RD
9937 WINTON RD
9953 WINTON RD
9995 MCKELVEY RD
ANDOVER RD@ASHBY ST
ANDOVER RD@AVENELL LN
BEECH & MEADOWCREST
BEECH DR@CONRAD DR
BEECH DR@THORNBERRY DR@N MEADOWCREST
BRADBURY DR@BEAUFORT CT
BRIDGECREEK DR@CROSSING PTE
BRUNNER DR@BRADBURY DR
BRUNNER DR@MCKELVEY RD

JEWEL LN@JUNEFIELD AV
JUNEFIELD AV@JANUARY CT
JUNEFIELD AV@JAPONICA DR
JUNEFIELD AV@JULEP LN
KARAHILL DR@KEYRIDGE DR
KARAHILL DR@KOMURA CT
KARAHILL DR@LEMONTREE DR
KARAHILL DR@LONGACRE DR
KARAHILL DR@LYNCROSS DR
KARY LN@KARAHILL DR
KEMPER MEADOW DR @ KID WORKS DR
KEMPER MEADOW DR@HOLGATE DR
KENN RD@FAIRBORN RD
KENN RD@FARMINGTON RD
KENN RD@GLENSPRINGS DR
KENN RD@HANOVER RD
KENSHIRE DR@KALMAR DR
KENSHIRE DR@KELVIN CT
KEYRIDGE DR@KARY LN
KEYRIDGE DR@KENTBROOK CT
KID WORKS
KINDERCARE
KINGSBURY DR@KEYRIDGE DR
LAKERIDGE DR@CORBETT RD
LAKESHORE DR@LAKESIDE DR
LAKESHORE DR@SHERWOOD DR
LAKESIDE DR@LAKEPARK DR
LEACREST RD@BONHAM RD
LEEBROOK DR@ALLENCREST CT
LEEBROOK DR@ASHFORD CT
LEEBROOK DR@MILLBROOK DR
LEMONTREE DR@NEWGATE LN

1149 GARNOA DR
11498 GENEVA RD
11504 MILL RD
11500 FOLKSTONE DR
11513 GAFFNEY PL
11520/11521 KENN RD
11521 FLAGLER LN
11549 LINCOLNSHIRE DR
11562 LINCOLNSHIRE DR
11572 MILL RD
11577 GERITY CT
11587 GENEVA RD
11590 MILL RD
11618 HANOVER RD
11641 MOUNT HOLLY CT
11651 NORBOURNE DR
11673/11672 HINKLEY DR
11679 HINKLEY DR
11699 ELKWOOD DR
11709/11710 HANOVER RD
1171 INNERCIRCLE DR
11712 HAMLET RD
11734 ELKWOOD DR
11746 HOLLINGSWORTH WY
11771 ELKWOOD DR
11777 HANOVER RD
11783 CEDARCREEK DR
11785 HOLGATE DR
11835 KENN RD
11839 HAMLET RD
11948 GAYLORD DR
11971 HITCHCOCK DR
1211 JEREMY CT
13 HANDEL LN
1314 KEYRIDGE DR

BRUNSWICK DR@MCKELVEY RD
BURLEY CIR@BURNHAM ST@BACHMAN ST
BURLEY CIR@BACHMAN ST
BURLEY CIR@CROMWELL RD@ANDOVER RD
CARINI LN@HAYDEN DR
CARLSBAD RD@CARNEGIE DR
CARLSBAD RD@CASCADE RD
CARLSBAD RD@CHELMSFORD RD
CARLSBAD RD@CRANFORD DR
CARLSBAD RD@CRENSHAW LN
CARNEGIE DR@CASCADE RD
CASCADE RD@CHELMSFORD RD
CASCADE RD@CRENSHAW LN
CHELMSFORD RD@BRUNSWICK DR
CONVERSE DR@COLBERT CIR
CONVERSE DR@COVENTRY LN
CORONA RD@CONVERSE DR
CRESTBROOK DR@GARNOA DR
CRESTBROOK DR@SARBROOK DR
CROMWELL RD@DRUMMOND ST
CROMWELL RD@GREENHILLS CHURCH
DAMON RD@DEERHILL LN
DAMON RD@DRUMMOND ST
DAMON RD@SPRINGDALE RD
DANBURY RD@DANVERS DR
DANBURY RD@DAPHNE CT
DANBURY RD@DECATUR CT
DANBURY RD@HANOVER RD
DEWDROP CIR@DINSMORE DR
DEWDROP CIR@DONORA LN
DONORA AND SHARON
DONORA LN@DANVERS DR
DRUMMOND ST@DEWITT ST
ELKWOOD DR@CEDARCREEK DR
ELKWOOD DR@LASSITER DR

LEMONTREE DR@OAKSTAND DR
LIGORIO AV@BOSSI LN
LIGORIO AVE
LINCOLNSHIRE DR@KARAHILL DR
LINCOLNSHIRE DR@KINGSBURY DR
LITTLE MIRACLES
LOCHREST DR@STONEHEARST LN
LONG LN@ARROWHEAD CT
LONG LN@SILVERHEDGE DR
LONGACRE DR@LOCKPORT CT
LONGACRE DR@LOGENBERRY CIR
MANDARIN CT@MORROCCO CT
MANDARIN@MILL/ MANDARIN CT
MARVIEW TER@LONG LN
MCKELVEY RD@BESSINGER DR
MCKELVEY RD@LAKEVIEW DR
MCKELVEY RD@LORELEI DR
MCKELVEY RD@SHERWOOD DR
MCKELVEY RD@TERWAY LN
MCKELVEY RD@WAYCROSS RD
MEADOWCREST RD@KOSTA DR
MEADOWCREST RD@WINDCREST DR
MILL RD@LEMONTREE
MILL RD@NAPOLEON LN@CARILLON BLVD
MILLBROOK DR@TIMBERMILL CT
NAPOLEON LN@NEWHOPE DR
NEWGATE LN
NEWGATE LN@NAPOLEON LN
NORBOURNE DR@HUNTINGTON APTS
NORBOURNE DR@KINGSBURY DR
NORBOURNE DR@NATHANIAL DR
NORBOURNE DR@NETHERLAND CT
NORTHLAND BLVD
NORTHLAND BLVD@WAYCROSS RD
OTTERCREEK DR@ODESSA CT

1350 WAYCROSS RD
1383 LONGACRE DR
14 VERSAILLES
1410 WAYCROSS RD
1412 KARAHILL DR
1478 LEMONTREE DR
150 JUNEDALE DR
1508 WAYCROSS RD
1511 NETHERLAND CT
153 JUNEFIELD AVE
1534 WINFORD CT
1573 ACREVIEW DR
1575 NAPOLEON LN
1599 NAPOLEON LN
16 CHALMERS LN
166 VERSAILLES
173 IRELAND AVE
1775 W KEMPER RD
1814 LINCREST DR
1857 LEWISTON CT
2165 RANGOON CT
2250 W KEMPER RD
229 IRELAND AVE
27 CROMWELL RD
3 BRADNOR PL
33 VERSAILLES
34 GAMBIER CIR
403 KARENLA W LN
403 KARENLA W LN
445 DEWDROP CIR
449 DEWDROP CIR
465 DEWDROP CIR
466 LAKERIDGE DR
486 DEWDROP CIR
487 DEWDROP CIR

ELKWOOD DR@LINCREST DR
EMBASSY DR@EXMOOR DR
EMBASSY DR@HANOVER RD
EVANGELINE RD@HANOVER RD
FAIRBORN RD@FARMINGTON RD
FAIRBORN RD@FITCHBURG LN
FAIRBORN RD@FLAGLER LN
FAIRBORN RD@FOLKSTONE DR
FAIRBORN RD@FRAMINGHAM DR
FAIRBORN RD@FREMANTLE DR
FARMINGTON RD@FAIRBORN RD
FARMINGTON RD@FARNHAM CT
FARMINGTON RD@FRONTIER CT
FARRAGUT RD@FALCON LN
FARRAGUT RD@FLANDERS LN
FARRAGUT RD@HADLEY RD
FARRAGUT RD@INGRAM RD@GAMBIER CIR
FLEMING RD@CHURCH
FLEMING RD@LEEBROOK DR
FLEMING RD@WYOMING PT
FOREST CHAPEL/LEARNING GARDEN
FRESNO RD@FIESTA CT
FRESNO RD@FITCHBURG LN
FRESNO RD@FOLKSTONE DR
FRESNO RD@FRAMINGHAM DR
FRESNO RD@FREMANTLE DR
GARNOA DR@TERWAY LN
GAYLORD DR@WOODBIDGE CT
GENEVA RD@GALLATIN CT
GENEVA RD@GLASGOW DR
GENEVA RD@GOODHUE CIR
GENEVA RD@GRESHAM PL
GENEVA RD@HANOVER RD
GLASGOW DR@GALLAHAD CT
GLASGOW DR@GERITY CT

OTTERCREEK DR@ONYX CT
OTTERCREEK DR@OWENTON CT
OXFORDSHIRE LN@LEMONTREE DR
OXFORDSHIRE LN@OTTERCREEK DR
PROMENADE DR@PENNINGTON CT
QUAILRIDGE CT@QUAIL CT
QUAILWOOD DR@QUAIL HOLLOW RD
RAMONDI PL@RANGOON CT
RAPHAEL PL@RUBICON PL
RELANCE DR@RAMONDI PL
RELANCE DR@RAVENSBERG CT
RELANCE DR@RIGA CT
REMINGTON PLACE APTS/1440 W KEMPER RD
RIDDLE RD
RIDDLE RD@LOCHCREST DR
RIDDLE RD@TIPTON CT
RIDDLE RD@WINSTEAD LN
RUBICON PL@RELANCE DR
RUBICON PL@RODOAN CT
SARBROOK DR@BELSAGE CT@NEWGATE LN
SHEFFIELD RD@SOUTHLAND RD@BRADBURY D
SHERWOOD DR@NOHUNTA CT
SHERWOOD DR@SHERMAN TER
SMAR T PANTS DAYCARE
SMILEY AV@HALESWORTH DR
SMILEY AV@HAMDEN DR
SMILEY AV@HAMLET RD
SMILEY AV@HANOVER RD
SMILEY AV@HANSON DR
SMILEY AV@HEATHERSTONE DR
SMILEY AV@HITCHCOCK DR
SOUTHLAND RD@FAIRBORN RD
SOUTHLAND RD@FRESNO RD
SOUTHLAND RD@GRANDIN AV
SOUTHLAND RD@ROSE LN

514 LAKERIDGE DR
516 FLEMING RD
532 MEADOWCREST RD
558 FLEMING RD
575 BRUNSWICK DR
590 DEWDROP CIR
595/598 DEWDROP CIR
597 FLEMING RD
598/597 DEWDROP CIR
605 DEWDROP CIR
61 VERSAILLES
62 DAMON RD
623/619 DEWDROP CIR
63 CROMWELL RD
643 BRUNNER DR
650 CRENSHAW LN
656 EVANGELINE RD
668 CRANFORD DR
672 FLEMING RD
686 FLEMING RD
697 EVANGELINE RD
701 CASCADE RD
709 KEMPER RD
710/711 NORTHLAND BLVD
717 W KEMPER RD
723 DANVERS DR
730 DANBURY RD
730 NORTHLAND BLVD
731 W KEMPER RD
734 W SHARON RD
746 NORTHLAND BLVD
750 NORTHLAND BLVD
751 NORTHLAND BLVD
752/753 W SHARON RD
773 DANBURY RD

GLASGOW DR@GRETNAL LN
GLASGOW DR@HANOVER RD
HADLEY RD@CARINI LN
HADLEY RD@CONCA ST
HADLEY RD@HAMLIN DR
HADLEY RD@LIGORIO AV
HALESWORTH DR@GENEVA RD
HALESWORTH DR@HELMSBURG CT
HALESWORTH DR@HINKLEY DR
HAMDEN DR@HAVENSPORT DR
HAMLET RD@HANOVER RD
HAMLET RD@HARGROVE WAY
HAMLET RD@HINTON PL
HANOVER RD@EVANGELINE RD
HANOVER RD@EXMOOR DR
HANOVER RD@GALSWORTHY CT
HANOVER RD@GRETNAL LN
HANOVER RD@HAMDEN DR
HANOVER RD@HEATHERSTONE DR
HANOVER RD@HOLDERNESS LN
HANOVER RD@RIVER VILLAGE DRIVE
HARINGTON CT@HEATHERSTONE DR
HARKIN DR@GENEVA RD
HARROGATE CT@HINKLEY DR
HAVENSPORT DR@HOBBS LN
HAYDEN DR@HANDEL LN
HAYDEN DR@JUNEFIELD AV
HEATHERSTONE DR@HOLLINGSWORTH WY
HINKLEY DR@HOLDERNESS LN
HITCHCOCK DR@HAVENSPORT DR
HITCHCOCK DR@HOBBS LN
HOLDERNESS LN@HALESWORTH DR
HOLDERNESS LN@HARROGATE CT
HOLDERNESS LN@HITCHCOCK DR
HOLDERNESS LN@KEMPER MEADOW DR

SOUTHLAND RD@SOUTHLAND APTS
SOUTHLAND RD@VERSAILLES
THE LEARNING GARDEN/680 WEST SHARON RD
THOROUGHFBRED LN@APPALOOA CT
THOROUGHFBRED LN@CLYDESDALE DR
W KEMPER RD@CEDARCREEK DR
W KEMPER RD@ELKWOOD DR
W KEMPER RD@GENEVA RD
W KEMPER RD@HANOVER RD
W KEMPER RD@KENN RD
W KEMPER RD@REMINGTON APTS
W KEMPER RD@UNITED METHODIST CHURCH@ISLANDALE
W SHARON RD@CORONA RD
W SHARON RD@DONORA LN@COVENTRY LN
WARRIOR WAY WWHS@WINTON WOODS HS
WAYCROSS RD@BRUNNER DR
WAYCROSS RD@CARLSBAD RD
WAYCROSS RD@CHELMSFORD RD
WAYCROSS RD@DONORA LN
WAYCROSS RD@GENEVA RD
WAYCROSS RD@INNERCIRCLE DR
WAYCROSS RD@ISLANDALE DR
WAYCROSS RD@JASON DR@CENTRAL
WAYCROSS RD@JONQUILMEADOW DR
WAYCROSS RD@JUNEBCRY DR
WAYCROSS RD@KARAHILL DR
WAYCROSS RD@KENSHERE DR
WAYCROSS RD@LINCOLNSHIRE DR
WAYCROSS RD@LONGACRE DR
WAYCROSS RD@OTTERCREEK DR
WAYCROSS RD@QUAILRIDGE CT
WAYCROSS RD@QUAILWOOD DR
WAYCROSS RD@WAYCROSS APT DRIVEWAY 1
WAYCROSS RD@WAYCROSS APTS DRIVEWAY 2
WILDBROOK LN@GARNOA DR

774 W KEMPER RD
779 EVANGELINE RD
782 SMILEY AVE
791 HOLYOKE DR
797 HARGROVE WAY
802 CARINI LN
812 COMPTON RD
812 NORTHLAND BLVD
817 W KEMPER RD
818/820 HALESWORTH DR
844 W KEMPER RD
855 HEATHERSTONE DR
856 WAYCROSS RD
862 WEST KEMPER RD
872/878 W KEMPER RD
882 WAYCROSS RD

HOLGATE DR@HOPEDALE CT
HOLLINGSWORTH WY@HARWICK DR
HOLYOKE DR@HAMDEN DR
ILLONA DR
INGRAM RD@IMBLER DR
INGRAM RD@IRELAND AV
IRELAND AV@ILLONA DR
IRELAND AV@IMBLER DR
IRELAND AV@INMAN LN
ISLANDALE DR@IMPRINT LN
ISLANDALE DR@INDRA CT
ISLANDALE DR@IRONSTONE DR
ISLANDALE DR@IVYROCK CT
JAPONICA DR@HAMLIN DR
JAPONICA DR@HANDEL LN
JEREMY CT@JASON DR

WILDBROOK LN@NORTHBROOK CT
WILLIAMSON DR@WINSTON CIR
WINDCREST DR@CLEMAY DR
WINDCREST DR@KARENLA W LN
WINDCREST DR@WATERBURY CIR
WINLAKE DR@JACKPINE CT
WINSTEAD LN@WHITESTONE CT
WINSTON CIR
WINSTON LN@WINSTON CIR
WINTON RD BY MT HEALTHY HATCHERY
WINTON RD@MCKELVEY RD
WINTON RD@MILLBROOK DR
WINTON RD@PEPPER CIR
WINTON WOODS IS - 825 WAYCROSS
WOODMILL LN@SARBROOK DR

WINTON WOODS CITY SCHOOLS STUDENT CODE OF CONDUCT

THE WARRIOR WAY

The Winton Woods City School District is committed to helping our students achieve their highest potential! That begins with making sure that we maintain a safe and orderly environment.

Be RESPECTFUL

Students are expected to treat all others (i.e. peers, staff members, community members) with respect and dignity at all times.

Be RESPONSIBLE

Students are expected to be responsible for their actions at all times.

Be SAFE

Students are expected to abide by all guidelines to ensure that a safe environment is maintained.

Our schools will work diligently to make sure that:

- students are well aware of behavior expectations
- expected behaviors are clearly defined
- meaningful relationships are built to nurture a supportive environment
- high academic and behavioral expectations are in place for all students.

To ensure that ALL students meet our expectations, we have supports that can be implemented to help our students succeed. These include (but are not limited to):

- Parent conferences
- Behavior interventions
- Referral to site-based therapist/agencies
- Behavior plans
- Schedule modifications
- Social Skills training
- Rewards
- Restorative Conversations

We encourage parents to be highly involved early in the process to help to maximize the success of their child. A strong partnership between school and home is a critical component to student success.

Steps Following Student Misbehavior

When the Principal finds that a student has committed an offense, the Principal or another school administrator will:

1. Investigate the incident, including meeting with the student and any others involved to allow them to explain the situation
2. Notify the family if a corrective strategy is used
3. Send a letter to the family if the corrective strategy is an assignment to an alternative program or location outside of the child's normal classroom assignment
4. Engage the student in a restorative conversation with victim/affected person(s).

PREFACE

The items in this Code are applicable to all students when properly under the authority of school personnel during a school activity, function or event whether on property owned, rented or otherwise used or maintained by the Winton Woods City School District Board of Education or property owned, rented or maintained by another party. Additionally, the provisions of this Code shall apply to students if the prohibited act(s) takes place:

- while on properties immediately adjacent to school property
- while in the line of sight of school property
- on school transportation
- on the student's way to or from school
- if the act otherwise affects the operation of the schools.

This Student Code of Conduct also applies to misconduct occurring off of property owned or controlled by the Winton Woods City School District Board of Education but is connected to activities or incidents that have occurred on property owned or controlled by the Winton Woods City School District Board of Education and misconduct by a student, regardless of location, directed at a district official or employee, or property of a district official or employee.

Behavior infractions have been broken into categories based on the severity of the offense.

Category I offenses are considered minor. These offenses are handled at the school personnel level.

Category II offenses are more severe. Staff personnel may choose corrective strategies for offenses that are considered in Category II based upon severity.

Category III offenses are severe offenses that are considered major level. All Category III offenses must be handled at the administrative level.

Definition of Terms for Category 1 Offenses*

In most instances, Category I infractions will be corrected by the teacher or supervising adult in the setting where the misbehavior occurs. If a pattern of these offenses persists, consultation to set up a corrective plan may be necessary, and students may be referred to an administrator. When there is a high incidence of Category I offenses in a specific setting, administrators will provide, or arrange for, consultation and support to teachers, students or parents/caregivers to assist with creating positive behavior in that setting.

Cheating / Plagiarism

Students are expected to do their own work. Students must not use, submit or attempt to obtain data or answers dishonestly, by deceit or by means other than those authorized by the teacher. Examples of acts of cheating/plagiarism include any appropriation, literary theft, falsification, counterfeiting, piracy, fraud or unsupervised possession of any federal-, state- or district-mandated tests. Plagiarism includes, but is not limited to, copying word for word from references such as books, magazines, research materials or the Internet. This includes any violation of the Winton Woods City Schools' Student Testing Code of Conduct, which may result in disciplinary action and an invalidation of test scores.

Disobedience/Disrespect

Students are expected to do what school adults tell them to do. School adults include administrators, teachers, Instructional Assistants (IAs), secretaries, security personnel, custodians, bus drivers, lunchroom workers, and school volunteers, etc. Students must not argue with adults. If students do not obey the instructions and/or directions a school adult gives them, the behavior will be considered disobedient or disrespectful.

Disruptive Behavior

Students are expected to follow school-wide behavioral expectations and abide by classroom rules, routines and procedures. Students must not interrupt the learning of others or behave in a manner that causes disruption to the school environment. If a teacher or other school adult is prevented from starting an activity or lesson, or has to stop what he or she is doing to try to stop the student's behavior, the behavior is considered disruptive. For example, if a student causes a disruption in the classroom by talking, making noises, throwing objects, play fighting, horseplay, or otherwise distracting one or more classmates, the student is engaging in disruptive behavior.

Electronic Communication Devices

(A school's Positive School Culture Committee may choose to develop a more specific plan related to electronic devices.)

Electronic communication devices must be turned off during school hours. Electronic devices may be brought to school only in accordance with the school's policy.

Fraud/False Identification

Students are expected to be honest. Students must not trick, or cause someone to be tricked, by not telling the truth. Students must not sign or give a name other than their own. Students should be able to show identification or verify their identity when requested.

Gambling

Students must not play games of cards, chance or dice for money or other items, except if such games are played at a school-sponsored activity for educational purposes.

Inappropriate Communication

Students are expected to speak respectfully to others. Examples of inappropriate communication include put-downs, or making fun of or negatively talking about a person or their family.

Tobacco/Smoking

Students are expected to protect their own health and safety, and the health and safety of others. Students must not possess, smoke or use any kind of tobacco product or associated paraphernalia.

- a. On school grounds and area immediately adjacent to school grounds, during and immediately before or after school hours
- b. On school ground at any other time when the school is being used by a group
- c. Off school grounds at a school activity, function or event
- d. On a school bus or at a bus stop

Truancy, Tardiness or Class Cutting

a. Truancy - Students are expected to comply with the provision of the Ohio Revised Code regarding school attendance. Truancy is absence from school for reasons other than those provided by law. The following are the only legal excuses for absence from school:

- (1) Personal illness
- (2) Illness in the family
- (3) Quarantine in the home
- (4) Death of a relative
- (5) Observance of a religious holiday
- (6) Any other reason which has been approved by the school prior to the absence.

Absences without legitimate excuse for more than ten (10) consecutive days or at least fifteen (15) total school days in any one quarter or semester may result in the suspension or denial of temporary driving permit or driver license by the Registrar of Motor Vehicles.

b. Tardiness

Tardiness is defined as arriving late to school or to class without acceptable reason.

c. Class Cutting

Class cutting is defined as absence from an assigned class without an acceptable reason.

In the state of Ohio, children between the ages of 6-18 are of compulsory school age and are required to attend school. In addition, children who begin kindergarten at age 5 become subject to the compulsory education laws of the State. There are consequences for students and their parent/legal guardian if children do not attend school regularly.

Violation of School Uniform Policy

The uniform requirements pertain to all schools and can be reviewed in the student hand books, which are distributed to students at the beginning of each school year or at the time of enrollment.

Administrative action may be required if an individual's apparel violates the district uniform requirements or his or her appearance causes considerable distraction among students and staff to the extent that their presence, adversely compromises the integrity and/or safety of the learning environment.

****A Category I Offense could be upgraded to a Category II or Category III Offense, depending on the nature of the offense or chronic Category I offenses.***

Definition of Terms for Category II Offenses*

Teachers or supervising adults may choose corrective strategies for Category II infractions including, but not limited to, referral to school administrators. Students who commit, attempt to commit, aid or abet the commission of, conspire to commit, or participate in any manner even if not completed in the commission of any of the offenses designated in this section will be required to participate in activities designed to prevent repetition of the offenses.

Counterfeit Materials

Students may use only real United States currency (money). Students cannot use school property or equipment to create, or attempt to create, counterfeit currency to any other type of counterfeit materials. Students must not knowingly possess counterfeit materials.

Damaging/Destruction of Property

Students must be respectful and take care of school property. Students should not cause or attempt to cause damage, destroy or misuse school property or anything that belongs to someone else. Examples of this behavior include (*but not be limited to*) writing in school textbooks or library books, ruining bulletin boards, damaging desks or computer equipment including laptops, tablets and e-readers, intentionally clogging the plumbing system, breaking light bulbs or fixtures, or spray-painting surfaces.

Depictions of Prohibited Conduct

Students must not make, reproduce or distribute videos, images, sound recordings or other mediums that show behavior prohibited by the Code of Conduct on school property or at school events, including using school-owned or personal electronic devices (i.e., laptops, iPads, tablets, e-readers, cell phones, or video or still cameras). Depictions of such conduct on social networking sites such as Facebook, YouTube or any other similar Web sites are prohibited. Any representations of prohibited behavior must be immediately turned over to the principal or the principal's designee. Reproduction and distribution of these items will result in disciplinary action.

Fighting

Conflicts must be resolved peacefully. Students must not physically fight with another person. Retaliation is not a defense to fighting. Students should attempt to retreat from any act of aggression from another and to seek help from school personnel.

Fireworks

Students must obey the law regarding fireworks. Students must not bring to school or possess, handle, transmit, conceal or use any fireworks (poppers, firecrackers, rockets, sparklers, smoke bombs or other types) while at school.

Gang Activity

Students should associate with peers and adults who engage in safe, respectful and responsible behavior. Students must not participate in gang activity. Gangs are defined as groups of two or more students and/or adults who organize for the purpose of engaging in activities that threaten the safety of the general public, compromise the general community order, and/or interfere with the school district's educational mission.

Gang activities include:

- A. Wearing or displaying any clothing, jewelry, colors or insignia that intentionally identifies the student as a member of a gang or otherwise symbolizes support of a gang.
- B. Using any word, phrase, written symbol or gesture that intentionally identifies a student as a member of a gang or otherwise symbolizes support of a gang. A student may not display gang affiliation on his or her school notebooks, textbooks or personal items.
- C. Engaging in activity or discussion promoting gangs by two or more persons.
- D. Recruiting students for gangs or anti-social behavior.

Harassment/Intimidation/Bullying/Stalking

All communication in the school is to be conducted with respect. Students must not use words (written, verbal, electronic), gestures, photographic images, drawings or any form of communication to intimidate, harass, bully or threaten harm to another person based on race, gender, religious beliefs, nationality, disability or sexual orientation. Appropriate discussions of these issues, in the classroom or other school settings, are encouraged.

Harassment, intimidation, bullying or stalking means any repeated written, verbal, graphic or physical act that a student or group of students exhibit toward another particular student or students, including within a dating relationship, or toward school personnel and the behavior both

- A. Causes mental or physical harm to the other student/school personnel including placing an individual in reasonable fear of physical harm and/or damaging of personal property, and
- B. Is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening or abusive educational environment for the other student/school personnel.

Inappropriate Touching / Horseplay

Any behavior that presents a risk of physical harm to others or to the property of others and serves no reasonable or educational purpose. This includes inappropriate touching, hands on behaviors, horseplay, or physical contact.

Obstruction of Administrator/Teacher from Duties

A student shall not prevent, obstruct or delay a teacher, administrator or other school official from performing his/her assigned duties and carrying out corrective action.

Profanity or Obscenity

Students are expected to use appropriate language. Students must not verbally, electronically or by written words, photographs or drawings direct profanity to anyone in the school environment. Students must not insult anyone by obscene gestures.

Repeated Acts of Misconduct

A student shall not repeatedly engage in any acts of misconduct specified in the foregoing Rules of Conduct.

Sale or Distribution of Unauthorized Materials

A student shall not possess, distribute, use or sell unauthorized materials or products on school property.

Sexual Harassment & Misconduct

Sexual harassment is behavior which includes any unwanted, unsolicited sexual advance or sexually oriented behavior made by a person who knows or should reasonably know that such attention is unwanted and is objectionable. Sexual harassment may include, but is not limited to, unnecessary touching or petting, suggestive or other sexually aggressive remarks, leering at a person's body, demands for sexual favors, or compromising invitations. Sexual harassment may also include but is not limited to the creation of an intimidating, hostile, and offensive work or study environment by engaging in sexual, offensive and/or inappropriate behavior.

Students must respect themselves and the privacy of others. Students must not act or behave in an unacceptable way by touching or making reference to, verbally or in writing, their private body parts or those of another person. Included in sexual misconduct are actions involving touching of a sexual nature, with or without consent of the other party.

Stealing or Possession of Stolen Property

Students must use only their own belongings unless explicit permission from the owner is given to borrow an item. Students must not take anything that does not belong to them. Students must not have anything that they know, or have reason to know, has been stolen. Students must not use school-owned or personal equipment to conduct illegal activity.

Trespassing / Leaving School Property

Students must stay in designated areas of the school to which they have been assigned. Leaving School Property or assigned area prior to dismissal time without official permission (e.g., leaving the building or class without permission) is prohibited. Students must have permission from a building administrator, or be escorted by a parent/caregiver or emergency contact person, to enter a building other than their own or to leave their assigned building.

Students must not return to any school while assigned to the alternative placement, or under expulsion or removal, except with permission from a building administrator and under escort by a parent/caregiver or emergency contact person.

Violent Disorderly Conduct

Students must solve problems peacefully. Violence and threats of violence disrupt the learning process. Students must not use violence, or threats of violence, force or bodily harm, against staff, students or property.

****A Category II Offense could be upgraded to a Category III Offense, depending on the circumstances or chronic behaviors.***

Definition of Terms for Category III Offenses

The principal, finding a student has committed, attempted to commit, aided or abetted the commission of, conspired to commit, or participated in any manner even if not completed in the commission of any of the following offenses will be subject to the consequences including suspension or expulsion.

Alcohol and Drugs

Students must not bring alcohol or illegal drugs to school or school activities. Students must not use, be under the influence of, or buy or sell alcohol or illegal drugs. This section also applies to any substance made to look like, or represented to be, illegal drugs or alcohol and any related paraphernalia.

Parents/Guardians are permitted to bring prescribed or over-the-counter medication; however, secured in nurses' station and administered by authorized school personnel with the authorization and supervision of their doctor. Prescribed or over-the-counter medication is for the student's use only. A student must not sell or give prescribed or over-the-counter medication to anyone at school.

In grades 9-12, with parent's and administrator's permission, a student may keep over-the-counter medication in a secure location and access that medication, if needed, through an administrator's designee.

Breaking and Entering

Students must stay out of locked or private areas. Students must not force their way into places or onto property where they do not belong. Examples of such property include lockers belonging to other students and staff, science labs and supply cabinets.

Dangerous Weapons

Students must keep dangerous objects out of school. Students must not possess, handle, transmit or use as a dangerous weapon an instrument capable of harming another person. Dangerous weapons include but are not limited to:

A. Knives — Students must not possess, handle, transmit, conceal or use knives. Students violating the prohibition against knives may be assigned to an Alternative to Expulsion program for up to one year. A student may be expelled for up to one calendar year.

NOTE: State law gives the Superintendent the option to expel a student for up to one calendar year for bringing a knife onto school property, into a school vehicle, or to a school-sponsored event.

B. Defensive Weapons — Students must not possess chemical Mace, pepper gas or like substances; or stun guns/tasers.

C. Other Items — Students must not possess items such as razors, box cutters, hammers, baseball bats, chains, tattoo paraphernalia, bullets or any other items that can be considered a weapon or can be used as a weapon. School supplies (i.e., compass, scissors, pens, etc.) must not be used as a weapon.

Extortion

Students must accept "no" for an answer when making a request of another person. Extortion means getting money or a promise by using threat or force. Students must not make a person do anything he or she does not want to do by using threat or force.

False Fire Alarms or Bomb Reports/Tampering with Fire Alarm System

Students must obey laws regarding fire safety. Students must not set off a fire alarm at any time unless there is an emergency. Destroying or damaging a fire alarm is prohibited. Students must not make bomb threats, either written or verbal, against any school building. Tampering with the fire alarm means setting off the squeal alarm or the actual alarm when there is not an emergency.

Firearm Look-Alikes

Students must not possess, transmit or conceal any item that resembles a firearm. Firearm look-alikes can propel an object or substance with force by spring load or air pressure (i.e., toy guns, cap guns, BB guns, pellet guns).

Firearms

Students must not possess, handle or transmit, conceal or use a firearm. Students violating the firearms prohibition must be expelled in accordance with State and Federal law (e.g., educated in a placement

other than the school of attendance) for one calendar year. Firearms are any weapon (including starter guns) that will, or are designed to or may readily be converted to, expel a projectile by explosion (gunpowder, magazine clip) including the frame or receiver of any weapon and any firearm mufflers or silencers or any destructive devices (as defined in 18 USCA Section 921), which include any explosives, incendiary or poisonous gas bombs, grenades, rockets having a propellant charge of more than four ounces, missiles having an explosive or incendiary charge of more than four ounces, missiles having an explosive or incendiary charge of more than one quarter ounce, mines or devices similar to any of the devices described above.

NOTE: Federal law requires the Superintendent to expel a student for one calendar year if the student brings a firearm onto school property, into a school vehicle, or to a school- sponsored event.

Physical Assault

Students must get help when needed to solve problems nonviolently. Students must not physically attack another person. Hitting, kicking, shoving or otherwise causing physical pain or harm to another person is considered physical assault.

Robbery

Students must not take another person's property. Students must not take or attempt to take from another person any property by force or threat of force.

Serious Bodily Injury

Students must not contribute to or cause bodily injury to themselves or others that involves substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ or bodily capability.

Sexting

Students are prohibited from engaging in sexting, which means sending sexually explicit images through electronic media, such as text messaging.

Sexual Assault

Students must protect the safety, and respect the rights, of others. Students must not sexually attack nor sexually abuse another person.

Starting a Fire

Students must protect the safety of themselves and others. Students must not start, or help to start, a fire that may harm any person or property. Students must not create, set off, attempt to set off, or possess matches / lighters / combustible material or other fire-starting materials on school property.

STEPS FOR CORRECTIVE ACTION

Category I

Category I offenses are managed at the school personnel level. The choices below are the possible result for a Category I infraction (These are not intended to be the only choices or sequential).

- Parent Contact
- Apology
- Loss of privileges
- Detention (i.e. before school, after school, during lunch/recess)
- Reteach behavioral expectations
- Lunch detail
- Restitution
- Time out
- Reflective Activity/Restorative Conversation

Category II

Staff personnel may choose corrective strategies for offenses that are considered in Category II. The choices are the possible result for a category II infraction (These are not intended to be the only choices or sequential).

- Any Category I Corrective Strategy
- Detention (i.e. before school, after school, during lunch/recess)
- Office Referral
- Alternative School Assignment (ASA)
- Suspension
- Suspension with a possible recommendation for expulsion
- Referral to counseling agency
- Establish a behavior plan
- Reflective Activity/Restorative Conversation
- Establish a check in /check out system with a staff member
- File charges with local police department

Category III

Category III offenses are considered major offenses and are managed at the school administration level. The incidents require a mandatory office referral to school administration. The choices are the possible result for a category III infraction (These are not intended to be the only choices or sequential).

- Alternative Discipline Placement (ADP)
- Suspension
- Suspension with a Recommendation for Expulsion, referred to Superintendent's Office
- File charges with local police department
- Reflective Activity/Restorative Conversation prior to return to school/class

Suspension

- a. A student shall be given written notification of the intention to suspend him/her and the reason(s) for the intended suspension by the administrator.
- b. The pupil shall be provided an opportunity to appear at an informal hearing before the principal or assistant principal to challenge the reasons for the intended suspension or otherwise to explain his/her actions. A student shall be given an opportunity to challenge the charges and give his/her side of the story.
- c. The administrator shall make the decision to suspend or not to suspend, and shall notify the student orally of that decision.
- d. If the student is suspended, the administrator shall notify the parents, guardian or custodian of the pupil and the Treasurer of the Board of Education in writing within one school day of the suspension.
- e. A pupil, parent, guardian, or custodian has the right to appeal a suspension or intent to suspend. A written statement requesting an appeal of a suspension or intent to suspend is to be sent to the Pupil Service Department, 8 Enfield St., Cincinnati, Ohio 45218. Students have the right to be represented at an appeal hearing.
- f. Students shall be permitted to complete classroom assignments missed during either in-school or out of school suspensions.

Expulsion

- a. The Superintendent is the only school administrator who may expel a pupil.
- b. A principal may recommend to the Superintendent in writing that a given student be expelled. This recommendation shall contain the reason(s) for the recommended expulsion.
- c. The Superintendent (or designee) shall notify the pupil and parent, guardian or custodian in writing of the intention to expel the pupil.
- d. The Superintendent or designee shall conduct the hearing at the appointed time and place. The purpose of the hearing shall be for both sides to give their side of the story.
- e. The Superintendent shall make the decision to expel or not to expel following the hearing and shall notify the parent, guardian or custodian and the Treasurer of the Board of Education of that decision in writing within one school day. A copy of the parental notification shall be sent to the principal.
- f. A pupil, parent, guardian, or custodian has the right to appeal a suspension or intent to suspend. A written statement requesting an appeal of an expulsion or intent to expel is to be sent to the Winton Woods City Schools Board of Education, 825 Waycross Rd., Suite A, Cincinnati, OH 45240.
A pupil or his/her parent, guardian or custodian may appeal the expulsion to the Board of Education. The Board of Education may hear the appeal itself or it may appoint a designee. The pupil or parent, guardian or custodian may be represented in all such appeal proceedings and shall be granted a hearing before the Board of Education or its designee, which may be in executive session upon the request of the pupil, parent, guardian, custodian or representative.
- g. A verbatim record shall be made of the hearing.
- h. The Board of Education or its designee may act only after a hearing is held. The Board or its designee may affirm, reverse, vacate or modify the expulsion.
- i. The action of the Board or its designee on the expulsion must be made in a public meeting.

- j. The Treasurer shall promptly notify the pupil, parent, guardian, custodian or representative in writing of the Board's decision or the designee's decision.
- k. The decision of the Board of Education or its designee may be further appealed to the Court of Common Pleas under O.R.C. Chapter 2506.
- l. Upon expulsion from school, the pupil shall be withdrawn from school and will be required to re-enroll.

*** Students in grades PK-3 may not be expelled or suspended unless the student committed a serious offense or it was necessary to protect the health and safety of the student, the student's classmates, or the classroom staff and teachers.**

Alternative Programs (Project Success and Project Success Plus)

Winton Woods City Schools can provide alternative programming in lieu of out-of-school suspension and out-of-school expulsion. The alternative programs are called Project Success (Grades 7 – 12) and Project Success Plus (Grades 2 – 6). The assignments of students to the program are the decision of the superintendent or designee.

Alternative Discipline Assignments for Students with Disabilities

All federal and state laws, Board policies and administrative procedures must be followed in recommending assignments to Alternative Discipline for students with disabilities on Individual Education Programs (IEPs) or Section 504 Plans.

Emergency Removal from School

Emergency removal can occur only for the following reasons:

- If the student's presence in school poses a danger to people or property
- If the student is an ongoing threat of disruption

Emergency removal requires communication between school officials and the student's family (parent or guardian or, if necessary, other adult family members). At the time of the removal, the family will be contacted in person or by telephone to explain the reason for the removal and to request a meeting. In addition, a letter with the explanation and meeting request will be sent to the family and a copy will be given to the student.

- Emergency removal **can last no longer than 1 day for students grades PK-3 and no longer than 3 days for students grades 4-12.**
- The removal can be for a shorter time. The student **will return to school after a scheduled meeting is completed with the family, the principal and the referring staff member.** A face-to-face meeting is preferred, but a telephone conference is allowed if necessary, but must occur within **one school day** of the removal unless the student is returned to school the following day. When the student is returned the following day, written notice and hearing are not required.

BOE-Approved 7-27-15

BOE-Approved 7-22-2019

BOE-Approved 7-27-2020

BOE-Approved 7-22-2024

Mr. Speelman introduced the following resolution and moved for its passage:

**WINTON WOODS CITY SCHOOL DISTRICT
RESOLUTION NO. 07-89-24**

**A RESOLUTION APPROVING THE CONSTRUCTION DOCUMENTS, COST OF
WORK OF CONSTRUCTION AND ISSUANCE OF AN INVITATION TO BID FOR
GENERAL CONTRACTING SERVICES ASSOCIATED WITH THE DISTRICT'S
PRIMARY NORTH ABATEMENT AND DEMOLITION PROJECT.**

The Superintendent and Treasurer recommend the issuance of an Invitation to Bid ('ITB') to procure general contracting services in association with the District's Primary North Abatement and Demolition Project (the "Project"), and further seek to obtain approval for the construction documents associated with the Project and the estimated cost of work of construction (the "Cost of Work").

Rationale:

1. In accordance with Ohio Revised Code 153.65 thru 153.71, the District contracted with a qualified professional design firm, SHP (the "Architect"), to prepare plans, specifications and an estimated Cost of Work for the Project.
2. The Architect, in collaboration with the District, has prepared construction documents associated with the Project and has identified an estimated Cost of Work of **\$489,500.00**.
3. The District now seeks to engage the services of a general contractor for the construction associated with the Project, through a competitive bidding process in compliance with Ohio Revised Code 3313.46 and 3318.10.

The Winton Woods City School District Board of Education resolves as follows:

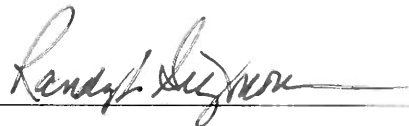
1. The Board approves the construction documents and the estimated Cost of Work associated with Project, as referenced herein.
2. The Board hereby authorizes the issuance of an Invitation to Bid (ITB) for general contracting services associated with the Project, in accordance with Ohio Revised Code 3313.46 and 3318.10.
3. All formal actions of this Board of Education concerning or related to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board, and of any of its committees, that resulted in formal action were adopted in meetings open to the public, in compliance with all legal requirements, including ORC 121.22.
4. This Resolution shall be in full force and effect upon adoption.

Mr. Smith seconded the motion, a roll call vote was taken and the results were:

Vote: Mr. Smith, Aye; Mr. Speelman, Aye; Dr. Johnson, Aye; Mrs. Knighten, Aye;
Ms. Bryant, Aye

President Bryant declared the motion carried.

ADOPTED: July 22, 2024

Signed: 
Randy L. Seymour, Treasurer

RESOLUTION AGREEMENT, RELEASE, AND WAIVER

This RESOLUTION AGREEMENT, RELEASE, AND WAIVER ("Agreement") is entered into by and between the **WINTON WOODS CITY SCHOOL DISTRICT BOARD OF EDUCATION** (hereinafter referred to as "Board" or "Winton Woods") and [REDACTED] (hereinafter referred to as "Parent"), individually and on behalf of the minor child [REDACTED] (hereinafter referred to as "Student"), all collectively referred to as "the Parties."

WHEREAS, the Parents are the parents and legal guardians for the Student, and thus have lawful control and authority to act on behalf of the Student; and

WHEREAS, the Student is eligible for special education and related services under the Individuals with Disabilities Education Act, as amended by the Individuals with Disabilities Education Improvement Act ("IDEA"), Ohio Revised Code Chapter 3323, and related federal and state laws and implementing regulations; and

WHEREAS, on June 26, 2024, the Parents, acting individually and on behalf of the Student, filed a request for due process hearing with the District and the Ohio Department of Education, Office for Exceptional Children, with that request being docketed as Case No. SE 4185-2024 ("the due process complaint"); and

WHEREAS, the District and the Parents are involved in a dispute wherein the Parents allege in a due process complaint violations of federal and state laws and implementing regulations relative to the Student's educational programming and receipt of a free and appropriate public education ("FAPE"); and

WHEREAS, the District has denied and continues to deny the allegations in the due process complaint, asserts that it has at all times complied with all of its obligations under the law, and asserts that all of its programming and offerings were designed to provide, and did in fact provide, the Student with a FAPE;

WHEREAS, the Parties, without admitting any facts and without admitting any liability or violation of the law, and with the express understanding that the District disputes the allegations in the due process complaints and any allegation of liability or violation of the law, have negotiated a settlement to resolve their differences without the time and expense involved in administrative, judicial, or other legal proceedings.

NOW THEREFORE, in consideration of the promises and mutual covenants in this Agreement, and for the good and valuable considerations and intending to be legally bound hereby, the Parties agree as follows:

- (1) **Dismissal/Withdrawal.** Upon full execution of this Agreement, the Parents shall immediately dismiss the due process complaint, in writing and with prejudice, and withdraw any request made upon the District, including, but not limited to, any request

for a hearing under the IDEA, Section 504 and any “public record” request under Ohio Revised Code Chapter 149.

- (2) **Eligibility.** The District agrees to reopen the ETR dated February 28, 2024 and find the Student eligible for special education services under the category of “Hearing Impairment.”
- (3) **IEP.** An IEP will be developed with collaboration from Ohio Valley Voices, and the Student’s placement will reflect a “separate facility” as student’s least restrictive environment. Per this agreement, the placement will be at Ohio Valley Voices (“OVV”) and the District will contract with OVV. It is the understanding of all parties that the placement was parentally chosen and it is not an admission by the District that a separate facility or OVV are necessary for student’s education, as the District believes that she could benefit from a general education setting.
- (4) **Ohio Valley Voices Parent Placement.**
 - a. The Board will contract with OVV for placement. It is the Board’s understanding that the tuition is \$42,000 per year.
 - b. The Board will remit \$13,125 directly to OVV for tuition for the 2023-2024 since the Student’s third birthday on March 3, 2024.
 - c. If Student is withdrawn from or stops attending Ohio Valley Voices, the Board’s financial obligations under this Agreement shall cease. Any tuition payments shall be prorated if the student is withdrawn from or stops attending Ohio Valley Voices.
- (5) **Transportation to Ohio Valley Voices.** Parents expressly waive any right to transportation to and from the Ohio Valley Voices programming. Parents will continue to provide for Student’s transportation to and from Ohio Valley Voices and will not seek or receive any transportation or reimbursement from the Board for transportation.
- (6) **Record Access.** Parents agree to execute a release and provide the District with any education records requested documenting the instruction provided by Ohio Valley Voices, including but not limited to evaluations, recommendations, reports, benchmarks, expectations and any other assessment information regardless of when administered. It is the mutual understanding of the parties that Ohio Valley Voices will issue progress reports and provide copies of the same to the District.

The District agrees to execute a mutual release with Ohio Valley Voices in order for Ohio Valley Voices and District representatives to communicate and collaborate regarding the Student’s education and release education records to each other. This collaboration will occur on at least a quarterly basis or as otherwise agreed between the District and Ohio Valley Voices.

- (7) **FAPE:** Upon execution of this Agreement, the Parties hereby agree that the District will have no obligation to provide the Student any services. The Parties further understand and agree that the provision of this program fully resolves any and all past and future claims of compensatory education so long as the Student is enrolled in the Ohio Valley Voices. Parents hereby agree that they will not file any due process or state complaints against the District regarding the provision or appropriateness of the services provided by Ohio Valley Voices or based upon the District not providing services pursuant to Student's IEP during the pendency of the Ohio Valley Voices services.
- (8) By accepting payments from the District as outlined above, including ongoing payments, the Parents waive any other claims that may have accrued to date against the District and all agents, officers, and employees of the District, including but not limited to claims for education, special education, related services, transportation, tuition, room and board, reimbursement, compensatory education, damages, therapy, independent evaluations, and attorney fees.
- (9) **Fees.** The Parties acknowledge and agree that neither party is a "prevailing party," as that phrase is defined by law. The District shall nonetheless cause to be paid the sum of \$4000.00 to The Law Office of Carla Loon Leader, LLC ("the law firm"). Payment to the law firm shall be for legal services related to the due process complaint. The law firm, within ten days of receiving a request of the District's legal counsel, will provide an itemized invoice and detailed time record for all fees payable under this paragraph. The law firm further agrees to provide its Taxpayer I.D. number to the District's legal counsel for use in issuing payment. Payment under this paragraph shall be made to the law firm within 30 days of the execution date of this Agreement.
- (10) **Release.** In consideration of the promises and commitments of the District, as set forth in this Agreement, Parents, individually and on behalf of the Student, fully releases and discharges the District, and the District's board members, administrators, employees, agents, insurers, attorneys, law firms, and/or other representatives, from any and all causes of action, demands, suits, or other claims of any kind or nature whatsoever—whether known or unknown, accrued or unaccrued, or asserted or unasserted—growing out of or resulting from the District's provision to Student of a free appropriate public education from the beginning of time to the effective date of this Agreement. This includes, but is not limited to, claims for compensatory education, claims for damages, claims for attorney's fees, claims to interest due on any amounts owed under this Agreement, claims for "lost opportunity" in skill acquisition or educational progress, and claims arising under the Individuals with Disabilities Education Improvement Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, Section 1983 of the Civil Rights Act, the Family Educational Rights and Privacy Act, Ohio Revised Code Chapter 3323, related federal and state implementing regulations, the U.S. Constitution and the Ohio Constitution, and/or any other federal, state, or local laws or regulations relating to the Student's educational programming, placement, or receipt of FAPE. In addition, the Parents, individually and

on behalf of the Student, warrants and represents that it is their intention to resolve, and that this Agreement does in fact resolve, all of the issues that were raised or that could have been raised in the due process complaint or in any other administrative, judicial, or other legal proceeding or forum, including the Ohio Department of Education and the United States Department of Education, Office for Civil Rights.

- (11) **Confidentiality.** The Parties agree to keep this Agreement and the terms of this Agreement confidential to the extent permitted by Ohio's Public Records law. If asked about their dispute with the District, Parents shall respond only that it has been satisfactorily resolved.

Parents and their attorneys agree to keep this Agreement and the terms of this Agreement confidential. They agree not to share this Agreement or the terms of this Agreement with anyone other than the following, who shall in turn agree to keep this Agreement and the terms of this Agreement confidential: (a) the Ohio Department of Education; (b) Parents' lawyer, legal advocates, and educational advocates; (c) Ohio Valley Voices; (d) Parents' accountants, financial advisors and tax advisors; and (e) courts, hearing officers, and mediators as necessary. Parents agree that if this confidentiality provision is breached, it shall be considered a material breach and an impartial hearing officer or court of competent jurisdiction shall have authority to determine the amount of damages, if any, to which the District is entitled. Parents also agree that should they breach this paragraph, the District shall have no further obligation to make any payments under this Agreement and may seek reimbursement from Parents for payments made as a remedy for such breach. The District acknowledges its obligations under FERPA.


- (12) **No Precedent.** The Parties agree that this Agreement is not precedent setting insofar as it shall have no bearing on the educational programming and/or placement of the Student, except as otherwise stated herein. Parents agree that they are prohibited from introducing this Agreement in any future due process proceeding for the purpose of establishing Student's need for services.
- (13) **No Wrongdoing.** The Parents understand and agree that the aforesaid consideration does not constitute nor shall it be construed as an admission by the District of any wrongdoing or failure to provide Student with a free appropriate public education in accordance with federal or state law. Rather, Parents and the District are entering into this Agreement solely for the purpose of avoiding the expense, inconvenience, and potential acrimony of a due process hearing / litigation.
- (14) **Governing Law/Principles.** This Agreement shall be governed under the laws of the State of Ohio. This Agreement sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements or understandings, written or oral, between such Parties pertaining to the subject matter herein. The spirit and intent of this Agreement is to terminate with finality any and all disputes existing between the Parents and the District regarding services to Student prior to the date this Agreement is

executed. The terms of this Agreement are enforceable in any court of competent jurisdiction.

- (15) **Severability.** To the extent a court of competent jurisdiction deems any portion of this Agreement invalid or unenforceable, all remaining portions shall be given full force and effect.
- (16) **Entire Agreement.** The Parties agree that this Agreement is their entire agreement and understanding, and that any past agreements are revoked. Parents declare and acknowledge that no promises or agreements not expressly included in this Agreement have been made to them and that this Agreement contains the entire agreement between the Parties hereto. No modification shall be effective unless it is in writing and executed by authorized representatives of the Parties.
- (17) **Representations.** The Parties represent that they have knowingly and voluntarily entered into this Agreement, and that they have reviewed the contents of this Agreement with counsel of their choosing.
- (18) **Effective Date.** The effective date of this Agreement is the date that the last required signature is affixed to the attached signature page.

THIS SPACE INTENTIONALLY LEFT BLANK

(19) SIGNATURES

 Father

_____ Date

 Mother

_____ Date

Debra Bryant, Board President

_____ Date

Tonya Bray, Director of Student Services

_____ Date