

EATON BOARD OF EDUCATION MEETING
Hollingsworth East Elementary School Cafeteria
May 14, 2012
6:00 p.m.

I. Opening of the Meeting

1. **Call to Order** – President

2. **Roll Call** – President

R. McKinney ____ D. Mowen ____ T. Parks ____ B. Pool ____ J. Renner ____

B. Neavin ____ P. Dodson ____ C. Neanen ____ S. Couch ____
K. Carpenter ____ K. Powell ____ P. Friesel ____

3. **Pledge of Allegiance**

4. **Adopt the Agenda**

Motion by _____, seconded by _____ to
adopt the agenda.

Discussion.

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____

5. **Recognition of Students**

The Eaton Board of Education and Administration wishes to recognize the following individuals and teams for their outstanding academic achievement and representation of Eaton Community Schools.

Cody Frizzell for competing at the State Geography Bee;

The Eaton High School Band, consisting of the following students:

Casey Bindewald	Jordan Halstead	Katie Smith
Dane Boyd	Kyle Hunsucker	Dillon Tarr
Michael Brookshire	Nathan Jay	Kasey Titkemeyer
Christopher Buriff	Jack Liddy	Cory Willis
Kathlene Clyburn	Victoria Romeo	Wesley Beach
William Elam II	Karigan Ross	Austin Cassel
Max Fenner	Zanna Spears	Courtney Clippinger
Cliff Garey	Jimmy Stuart	Kristin Cottingim
Kahlie Hake	David Taxter	Nashelle Dorr
Aprill Jackson	Becca Toney	Jonah Finley
Chris Janney	Michaela Vance	Justin Halstead
John Koutsopatrii	Moriah Vance	Zach Kahle
Casey Mowen	Ciara Weaver	Madison Kant
Craig Moyer	Logan Willeford	Jacob Liddy
Kaitlyn Pieratt	Cody Winn	Doniqua McMiller
Zack Pool	Zac Burgess	Brianna Miller
Mandy Reed	Amy Daily	Addam Moore
Tyler Snyder	Matthew Duffie	Drew Pool
Blake Voiles	Drew Hawley	Jessica Preston
Natalie Bennett	William Lewis	Jenson Reece
Matthew Bridgeford	Mickey McCargish	Brittany Smith
Blaine Brubaker	Michel McKelvin	Rhianna Trader
Jacob Bryant	Kaliegh Morgan	Brooke Voiles
Laura Conard	Courtney Pitsinger	Sam Weimer
Amanda Hall	Roseanna Reynolds	

for competing at the State Band Competition;

The FFA Skills Classic Team consisting of Ben Hendrich, Walter Snowden, Jody Smithwick and Lucas Smith for placing 5th at the State Competition; and to Ben Hendrich for his first place win in small gasoline engines at the State Competition; and

Katie Ansbaugh, Zach Feldner and Winston Rea for receiving their State FFA Degree.

Congratulations to our students for their outstanding academic achievements!

6. Recognition of Visitors

7. Executive Session (only if necessary)

_____ invited to participate in executive session.

To discuss _____.

Motion by _____, second by _____ to convene executive session.

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

8. Other Opening Business

II. Treasurer's Business – Priscilla Dodson

1. The Treasurer recommends approval of the following:

- A. Approve minutes of the April 9, 2012 Regular Board Meeting.
- B. Approve minutes of the April 16, 2012 Special Meeting
- C. Submission of Financial Report
- D. Submission of Investment Report
- E. Approve Supplement Appropriation for FY12
- F. Approve Five Year Forecast update for FY12
- G. Approve Fund 536 Sub A, Title I
- H. Approval of the change of Fund 008-9989 Herman Zimmerman Endowment from a Non-Expendable Trust Fund to Fund 007-9989 Expendable Trust Fund and the balance be expended one-half FY12 for a scholarship and the balance in FY13 for a scholarship. In addition, the recipient is to be a French student

and the money is to be paid to the college in the student's name and not to be issued as a savings bond, per the request of Emily Ridder, Class Advisor 1989 in a letter dated 5/4/2012.

Motion by _____, seconded by _____, to approve agenda Item II. 1.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

III. Old Business

1. **Miami Valley Career Technology Center Report** – Doug Mowen
2. **Parks and Recreation Board Report** – Joe Renner
3. **Project Manager's Report** – Tom Doseck
4. **Superintendent's Report** – Brad Neavin
5. **Director of Education's Report** – Cindy Neanen
6. **Principal's Report** – Kip Powell
7. **Other Old Business**

IV. New Business

1. Resignations and Retirements

The Administration recommends acceptance of the following resignations and retirement:

- A. Charlotte Akers, Food Service Supervisor, resignation for the purpose of retirement, effective July 1, 2012.

- B. Jaime Hampton, Teacher, resignation effective July 1, 2012.
- C. Matt Hopkins, Assistant Varsity Football Coach (1/2), resignation retroactive to April 13, 2012.
- D. Dan Lucas, 8th Grade Girls Basketball Coach, resignation retroactive to April 16, 2012.
- E. Emily Raymond, Teacher, resignation effective July 1, 2012

Motion by _____, seconded by _____, to approve agenda Item IV. 1.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

2. Employment – Certified Staff Supplemental Contract

The Administration recommends the following supplemental contracts for the 2012-2013 school year (July 1, 2012- June 30, 2013) or as noted. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

- A. Richard Hency as LPDC committee chairperson, to be paid at a rate of \$20.00 per hour plus \$500.00 stipend.
- B. Cynthia Genth, John Groom, and Molly Hurd as LPDC members, to be paid at a rate of \$20.00 per hour plus a \$100.00 stipend.
- C. Teresa Gels, Assistant Peer Leader Advisor.
- D. Teresa Gels, Future Educators of America Advisor.
- E. Annie Martin, Third Grade Level Leader, ½ stipend.
- F. Sara McKee, First Grade Level Leader.
- G. Mark Silvers, Cross Country Coordinator, MS.
- H. Susan Wike, Third Grade Level Leader, ½ stipend.

3. Employment – Non-Certificated Staff – Extra-Curricular Contracts

The following positions have been posted and no certificated staff members have applied. The Administration recommends the employment of these nominees on one-year limited contracts for the 2012-2013 (July 1, 2012 – June 30, 2013) or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

- | | |
|-------------------|----------------------------------|
| A. Martha Hill | Dramatics Director (1/2) |
| B. Carolyn Walker | Thursday/Saturday School Monitor |

Motion by _____, seconded by _____, to approve agenda Item IV. 2-3.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

4. Employment – Non-Certificated Staff – Athletic Contracts

The following positions have been posted and no certificated staff members have applied. The Administration recommends the employment of these nominees on one-year limited contracts for the 2012-2013 (July 1, 2012 – June 30, 2013) or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

- | | |
|------------------|-------------------------------------|
| A. Bill Aukerman | Varsity Swimming Coach |
| B. Tonna Ditmer | 8th Grade Volleyball Coach |
| C. Clayton Genth | 7th Grade Boys Basketball Coach |
| D. Nathan Hans | 8th Grade Girls Basketball Coach |
| E. Don Houser | H.S. Assistant Football Coach (1/2) |

F. Eric Kiracofe	Reserve Boys Soccer Coach
G. Chad Lee	H.S. Assistant Football Coach (1/2)
H. Sarah Morrison	Varsity Cheerleading Advisor - Football
I. Todd Perry	H.S. Assistant Football Coach (1/2)
J. Bruce Porter	Varsity Boys Soccer Coach
K. Rob Pugh	Varsity Girls Tennis Coach
L. Brandon Robinson	H.S. Assistant Football Coach (1/2)
M. Robbie Sams	Football Coach - Middle School
N. Jessica Sams	Varsity Volleyball Coach
O. Denny Shepherd	Varsity Boys Basketball Coach
P. Kathy Stevens	Reserve Cheerleading Advisor – Football
Q. Josh Welch	Football Coach - Middle School

Motion by_____, seconded by_____, to
approve agenda Item IV. 4.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool____ Renner ____

President declares motion _____.

5. Employment – Certificated Staff – Substitute Teacher/Tutor

The Administration recommends employment of the following substitute teachers and tutors on a one-year limited contract for the 2011-2012 school year. Employment contingent upon certification, criminal background check, and all applicable state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

- A. Tami Wellman
- B. Daniel Buckholtz

6. Employment – Non-certificated Staff – Substitutes

The Administration recommends employment of the following personnel for the 2011-2012 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

- A. Brandon Robinson, Substitute Educational Aide, retroactive to April 25, 2012.

Motion by _____, seconded by _____, to approve agenda Item IV. 5-6.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

7. Employment of Substitutes for the 2012-2013 School Year

The Administration recommends employment of the following personnel for the 2012-2013 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

A. Non-certificated Substitutes

Aides

Sue Dill
Marcia Durham
Debra Finfrock
Rose Gunsalus
Karen Hamilton
Suzanne Kisling
Cynthia Kuehlthau

Health Aides

Karamina Donahue.
LPN
Marsha Stonecash,
EMT
Mileah Marion, LPN
Ronica Crank, LPN

Bus Drivers

Harold Beckett
Darrell Bryant
Jeffrey Derringer
Melissa Boomershine
Art Smith
Janice Wentzell

Cafeteria Worker

Jennifer Baker
Debra Finfrock
Elaine Kolb
Suzanne Kisling
Cindy Kuehlthau
Jacqueline Hodapp

Custodians

Jerry Deaton
Sue Dill
Winford Wayne Prewitt
Tammy Rogers
Rodney Schaar
Jennifer Shepherd
Sonny Shepherd

Secretary

Christy Cassel
Marcia Durham
Gwen Durham
Debra Finfrock
Cindy Kuehlthau
Diana Spencer
Angela Venable
Megan Winn

EATON BOARD OF EDUCATION MEETING
Hollingsworth East Elementary School Cafeteria
May 14, 2012
6:00 p.m.

Motion by _____, seconded by _____, to
approve agenda Item IV. 7.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

8. Employment – Temporary Summer Workers

The Administration recommends the following as temporary summer workers, contingent upon completion of all state and local requirements for employment.

A. Transportation Department helpers, at a rate \$8.00 per hour, not to exceed 40 hours per week for a maximum of 120 hours; as needed June 22, 2012 through July 13, 2012.

1. Kristina Streets
2. Darrell Bryant

B. Custodian helper, at the rate of \$8.00 per hour, not to exceed 40 hours per week, for a maximum of 11 weeks; as needed from June 4, 2012 through August 17, 2012.

1. Belinda Moormeier
2. Janice Wentzell
3. Sonny Shepherd
4. Jerry Deaton

C. Maintenance helper at the rate of \$8.00 per hour, not to exceed 40 hours per week, for a maximum of 11 weeks, as needed from June 4, 2012 through August 17, 2012.

1. Matthew Babb

Motion by_____, seconded by_____, to
approve agenda Item IV. 8.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool____ Renner ____

President declares motion _____.

9. Approval of Volunteers

The Administration recommends approval of the following volunteers for the 2012-2013 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

- A. Mark Adams, Volunteer Wrestling Coach
- B. Eric Mendenhall, Volunteer High School Football Cheerleading Advisor
- C. Nick Reiter, Volunteer Wrestling Coach
- D. Jessica Shepherd, Volunteer High School Football Cheerleading Advisor
- E. Josh Tackis, Volunteer Boys Soccer Coach

Motion by_____, seconded by_____, to
approve agenda Item IV. 9.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool____ Renner ____

President declares motion _____.

10. Real Estate Auction Agreement

The Administration recommends approval of the agreement for Real Estate Auction Services with Kramer & Kramer Inc. for the sale of William Bruce Elementary School (Attachment A).

Motion by_____, seconded by_____, to approve agenda Item IV. 10.

Discussion

McKinney ____ Mowen ____ Parks ____Pool____ Renner ____

President declares motion _____.

11. Agreement with Grandview Medical Center

The Administration recommends approval to enter into a Sponsorship Agreement with Grandview Medical Center for the Eaton School District Athletic Complex (Attachment B)

Motion by_____, seconded by_____, to approve agenda Item IV. 11.

Discussion

McKinney ____ Mowen ____ Parks ____Pool____ Renner ____

President declares motion _____.

12. Board of Education Policy Updates

The Administration recommends the first reading of the following revisions to the Board of Education policies and regulations:

A. Food Allergies – Policy EFH (Attachment C)

Motion by_____, seconded by_____, to
approve agenda Item IV. 12.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool____ Renner ____

President declares motion _____.

13. Tentative Graduation List for 2012

The Administration recommends approval of the tentative list of
graduates for the Class of 2012 (Attachment D)

Graduation will be held on June 3, 2012 at 7:30 p.m. at Park Avenue
Field. Participation in the graduation ceremony is contingent upon
meeting all state and locally adopted requirements. The high school
principal is authorized to remove from the graduation list any student
who fails to meet those requirements. The final list of graduates will be
approved in July.

Motion by_____, seconded by_____, to
approve agenda Item IV. 13.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool____ Renner ____

President declares motion _____.

14. Textbook and Supply Disposal

The Administration recommends approval to declare the French Department textbooks and supplies surplus/obsolete and to dispose of them accordingly (Attachment E).

15. Surplus Items List

The Administration recommends approval to declare certain items as surplus/obsolete and to dispose of them.

- A. Daewoo VHS Player – Tag #10474; Bus Garage
- B. Sharp VHS Player – Tag #010188; Bus Garage

Motion by _____, seconded by _____, to approve agenda Item IV. 14-15.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

16. Donations

The Administration recommends acceptance of the following donations.

- A. From Eaton Rotary to Bruce Elementary for expenses incurred during Right-to-Read week.
- B. From the following businesses and organizations for the Senior Citizens Lunch.
 - a. Henny Penny Corporation
 - b. Omicron Sigma Sorority
 - c. Eaton National Bank

- d. Delta Theta Tau Sorority
- e. David Biggs Insurance Agency, Inc.
- f. Town and Country Veterinary Clinic
- g. Reflexology, Mary Christman
- h. Bullen Ultrasonics
- i. Rodney Cobb Chevrolet
- j. Eaton Floral
- k. R Books & Gifts, Robin Moran
- l. Frisch's Restaurant

Motion by _____, seconded by _____, to
approve agenda Item IV. 16.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

17. Amendment to April 9, 2012 Resolution #1112-195

The Administration recommends amending Resolution #1112-195 ,
item Z of the April 9, 2012 Board Agenda to Reflect the Employment of
Jennifer Anderson as Science Department Head – M.S.

Motion by _____, seconded by _____, to
approve agenda Item IV. 17.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

18. Other New Business

Motion by _____, seconded by _____, to
approve agenda Item IV. 18.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

19. Executive Session

_____ invited to participate in
executive session.

To discuss _____.

Motion by _____, second by _____ to convene
executive session.

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

V. Adjournment

Motion by _____, seconded by _____, to
adjourn the meeting.

Discussion

McKinney ____ Mowen ____ Parks ____ Pool ____ Renner ____

President declares motion _____.

President adjourns meeting at _____ p.m.

Upcoming Meeting

Thursday, June 28, 2012 – 6:00 p.m.
Hollingsworth East Elementary

Eaton Community Schools - Marketing Proposal for Bruce Middle School Auction

Attachment A
1 of 12

MAY / 04 / 2012

Marketing Venue		Reasoning		Passive		Basic		Aggressive	
				#	Cost	#	Cost	#	Cost
1	Eaton Register Herald	Local Market Announcement		3	\$300	4	\$450	4	\$600
2	Cox Newspaper Publications								
3	Dayton Auction Section	Auctions		3	\$600	3	\$1,200	4	\$1,600
4	Dayton Real Estate Plus	Real Estate Buyers		3	\$300	3	\$600	4	\$800
5	Dayton B2B Section	Business Clientele		2	\$200	3	\$600	4	\$800
6	Middletown Journal	Northern Butler County Market		0	\$0	0	\$0	2	\$400
7	Hamilton Journal	Northern Butler County Market		0	\$0	0	\$0	2	\$400
8	Dayton Business Journal	Business Arena in Dayton		2	\$475	3	\$800	3	\$1,375
9	Columbus Business Journal	Business Arena in Columbus		0	\$0	1	\$425	2	\$850
10	Cincinnati Business Journal	Business Arena in Cincinnati		0	\$0	1	\$325	2	\$650
11	Indianapolis Business Journal	Business Arena in Indianapolis		0	\$0	0	\$0	1	\$655
12	Mailings, custom list obtain from reliable national firms								
13	5.5x11" Postcard	1,000 Select audiences		1	\$1,000	1	\$1,000		
14	5.5x11" Postcard	2,500 Select audiences							
15	Printed Bidder Information Packets			25	\$250	50	\$650	1	\$2,500
16	Printed 8 1/2 by 11 Color Auction Brochures			250	\$100	500	\$150	50	\$650
17	Signage, 4x8 color dates and viewing times, additional to Baker sign			1	\$300	1	\$300	1000	\$250
18	Website presence: Kramer has 6 (below); Baker has 2 kramerauctions.com; auctionzip.com; Ohio, Indiana, National Auctioneers Association Sites; Realtor.com plus Bakers GMC sites			1	\$125	1	\$125	1	\$300
19	LoopNet.com Commercial Website			1	\$250	1	\$250	1	\$250
20	School notification thru your networking			0	\$0	0	\$0	0	\$0
Estimates for each group of marketing					\$3,900		\$6,875		\$12,205

As of Friday, May 4, 2012

These are recommendations as to marketing possibilities and my opinion of a passive budget to an aggressive budget. Any budget can be accepted, or you can mix and match the ads, size and costs to come up with a budget and program you desire. Finally, we can and will work with budget we are given, and seek your input on mailing list business and organizations.

H. John Kramer, Auctioneer - Realtor / Kramer & Kramer Inc. / Eaton, OH 45320

MAY / 04 / 2012

KRAMER & KRAMER INC.
Auctioneers - Realtors
420 N. Barron St./P.O. Box 85 / Eaton, OH 45320
(937) 456-1101 / Fax: (937) 456-1201
www.kramerauctions.com

AUCTION CONTRACT

Real Estate Only – No Personal Property

1. This agreement made by and between KRAMER & KRAMER, INC. duly licensed by the State of Ohio, Ohio Department of Agriculture and bonded by the State under the Auction Recovery Fund; and also licensed & bonded in the State of Indiana, hereinafter called the AUCTIONEER, and the SELLER, Eaton Community Schools, Eaton, OH, agree to the following terms and conditions.
2. The SELLER grants to the Auctioneer the exclusive right and authority to sell at Public Auction the real estate described on page 2 of 2. Said real property is to be sold with reserve. The reserve price is specifically mentioned in this contract. If said minimum-reserve price or any other approved price is obtained, the Auctioneer shall be due their commission. The SELLER affirms that they agree to transfer ownership of all real property to the highest bidder, and furthermore agrees not to sell, remove or withdraw the real property which is subject to this agreement.
3. The SELLER agrees to pay the AUCTIONEER all fees, commissions and marketing costs as listed on page 2 of 2 of this agreement. All fees will be paid on or before closing.
4. The SELLER agrees to keep effective all insurance on their real property and to take reasonable care and precautions to prevent any potential accidents which could result. The SELLER agrees to indemnify and save harmless the AUCTIONEER, and agents and employees of same, against any claims, causes of action, demands, rights, or costs that may result or occur because of any liens or encumbrances upon property; or because of any misrepresentation and or warranty, implied or expressed, made by SELLER as to the character of condition, value or the like of such property; or because of any actions by SELLER.
5. The SELLER authorizes the AUCTIONEER to oversee said public auction subject to the conditions described in this agreement. The SELLER shall be responsible for all related fees listed here in. The following pages are attached hereto, and become a part hereof:

<input checked="" type="checkbox"/>	Page 2 – Kramer & Kramer, Inc. Auction Contract: Seller Information Checklist
<input checked="" type="checkbox"/>	Kramer & Kramer, Inc. General Auction Policies
<input checked="" type="checkbox"/>	Agency Disclosure Statement Form
<input checked="" type="checkbox"/>	Megan's Law Disclaimer & Radon Gas Disclosure and Release

6. It is mutually agreed by and between Kramer & Kramer, Inc. and the SELLER that this agreement is binding upon them and upon their respective heirs, executors, administrators and successors in interest. Sellers acknowledge that they have read the foregoing agreement and agree to all the conditions contained in it, and further acknowledge a receipt of this agreement, in witness whereof:

Kramer & Kramer, Inc.
H. John Kramer
Auctioneer - Realtor

SELLER:

SELLER:

DATED:

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KRAMER & KRAMER, INC. Auction Contract				Date:		Page 2/2	
1	Seller	Eaton Community Schools: Priscilla Dodson, Treas & Joe Renner, BOE Pres					
2	Address	c/o 312 N. Barron Street, Eaton, OH 45320 937-456-1109					
3	Phone	Supt. Brad Neavin 456-1107					
4	Names on Advertising	Eaton Community Schools					
5							
6	Auction Date	To be determined, on or before August 1, 2012				Time	TBD
7	Auction Location	On site at Bruce Elementary, 201 East St. Clair Street, Eaton, OH 45320					
8	Post Auction Mail	c/o of Treasure's office line # 2 above					
9	Attorney for Seller					Phone	
10	Attorney Address						
11	Disbursal Choice	NA	RE Deposit shall be \$25,000 cashiers check to register and bid,				
12	RE Reserve \$		A total of 10% of final bid within 48 hours				
13	Real Estate Close	negotiable	RE Possession, summer 2013		Termite	NA	
14	Real Estate Taxes	2011 by seller	County Preble		Probate #	NA	
15	Liens or Mortgages	Not applicable	RE Tenant None				
16	Commissions & Fees to Kramer & Kramer, Inc.						
17	NA	% of the Gross Auction Receipts for all Personal Property, except as noted					
18	NA	% of the Gross Auction Receipts for					
19	(Ten) 10	% Buyer's Premium - Charged to the High Bidder, up and above the final bid price					
20	NOTE:	The advertising is included in the commission, if the property sells.					
21	NOTE:	The advertising is specifically the Seller's cost if the property does not sell.					
22	Labor / Rentals / Details		All seller's cost unless noted.				
23	Labor Rate paid to Kramer & Kramer, Inc. is \$ 11.75 Per Hour, Per Person						
24	Organize / Pack	NA	Moving to Auction site		NA		
25	Set Up / Display	NA	Rental of Trucks		NA		
26	Auction Day Labor	NA	Cashier / Clerk #		NA (Kramer Cost)		
27	Sales Tax (Yes/No)	NA					
28	Advertising, Marketing and Promotional Expenses					Estimated Cost	
29	The estimates are provided in the proposal and timeline presentation						
30	School will choose estimate and direct auctioneer to follow a budget						
31	as given below						
32							
33	Estimate of Promotional Expenses, as chosen from proposal is:					\$	

Copyrighted Jan 1, 2012

MAY / 04 / 2012

Kramer & Kramer Inc.

420 N. Barron St., P. O. Box 85 - Eaton, Ohio 45320 / 1-937-456-1101 / fax 10937-456-1201

GENERAL AUCTION POLICES

PAGE 1 OF 1

Absentee Bidding Policy

"Absentee bidding" means a method by which a potential purchaser authorizes a proxy to be placed on behalf of the potential purchaser a written or oral bid to an auctioneer or auction firm or an agent of an auctioneer or auction firm. A person licensed under this chapter shall not use absentee bidding unless the owner of the real or personal property being sold provides prior written permission to use absentee bidding.

The Auctioneer is an agent of the Seller and not the Bidder. The executions of absentee bids are a service to the Seller, and do not constitute the Auctioneer being an agent of the Bidder. The Auctioneer shall execute absentee bids in a competitive manner, and may charge the bidder for this service. The Seller accepts this policy and permits the Auctioneer to use absentee bidding.

Absolute Auctions

"Absolute auction" means an auction of real or personal property to which all of the following apply:

- (1) The property is sold to the highest bidder without reserve.
- (2) The auction does not require a minimum bid.
- (3) The auction does not require competing bids of any type by the seller or an agent of the seller.
- (4) The seller of the property cannot withdraw the property from auction after the auction is opened and there is public solicitation or calling for bids.

Reserve Auctions

"Reserve auction" means an auction in which the seller or an agent of the seller reserves the right to establish a stated minimum bid, the right to reject or accept any or all bids, or the right to withdraw the real or personal property at any time prior to the completion of the auction by the auctioneer.

Credit Card Usage and Fees

The Auctioneer will accept payment by credit cards at the Seller's auction. The Auctioneer makes note that there are fees associated with accepting payment by credit cards, and the Auctioneer will not deduct these fees from the Auctioneer's commission.

1. Unless noted elsewhere, the Seller shall pay to the Auctioneer a fee of 2.75 percent of the amount actually charged on credit cards. No buyer's premium or clerking fee will be charged to buyer.

2. If noted elsewhere in contract, the Auctioneer will provide this service and the Seller acknowledges the Auctioneer may charge a Buyer's Premium and or a Clerking Fee to Buyer(s) to cover the fees and costs of providing this service. No fees will be charged to the Seller for credit card usage fees.

3. For either situation, if the credit card payments to the Auctioneer are delayed past the disbursal date of Seller's net proceeds, for any reason whatsoever, the Auctioneer will disburse funds upon receipt.

4. The National Auctioneer Association's statistics on credit card usage at auctions indicates the auction will gross up to 20% more than for those auctions that do not accept credit cards.

Copyrighted Sept 1, 2008

MAY/04/2012



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: Bruce Elementary School, St. Clair Street, Eaton, OH

Buyer(s): _____

Seller(s): Eaton Community Schools

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.

AGENT(S)

BROKERAGE

The seller will be represented by H. JOHN KRAMER, and KRAMER & KRAMER, INC.

AGENT(S)

BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) H. JOHN KRAMER and real estate brokerage KRAMER & KRAMER, INC. will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- ☒ represent only the (check one) ☒ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

MAY / 04 / 2012

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



MAY / 04 / 2012

Kramer & Kramer, Inc.

Auctioneers – Realtor
420 N. Barron St. / PO Box 85 / Eaton, OH 45320

MEGAN'S LAW ADDENDUM TO PURCHASE CONTRACT

Effective July 1st, 1997, Ohio Law requires certain classes of sex offenders, most notably sexual predators and habitual sex offenders, as defined in O.R.C. 2950.01 (b)(E) to register with the appropriate county sheriff's office where this person will be residing. The sheriff's office is required to disclose the offender's address to certain classes of people. Due to the nature and sensitivity of the issue Kramer & Kramer, Inc., encourages purchasers to independently consult the sheriff's office regarding this issue.

Kramer & Kramer, Inc. does not warrant the accuracy of the information provided by the sheriff's office and does not maintain a list of sexual predators, and habitual sex offenders in the market areas we serve.

Please sign below as a receipt of this notification. This notification will become part of the purchase contract in this transaction.

Property Address: _____

Auction Date: _____

SELLERS:

PURCHASERS:

Date

Date

MAY/04/2012

Kramer & Kramer, Inc. Auctioneers - Realtors

RADON GAS and MOLD DISCLOSURE and RELEASE

Property _____

Date _____ Seller _____

MOLD INSPECTION. Buyer acknowledges that mold contaminants or other microscopic organisms may exist in the property, of which the seller and the auction firm have not tested for nor do they have any reports. These contaminants generally grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. These conditions may be identified with a typical home inspection. Buyer is hereby advised to obtain a home inspection to better determine the condition of the property. In the event mold contamination is suspected, it is recommended that the buyer satisfy himself/herself as to the condition of the property by having a mold inspection performed. The cost and quality of such inspections may vary. Companies able to perform such inspections may be found in the yellow pages or on the World Wide Web under microbial or mold inspections or environmental and ecological services. . Buyer is encouraged to obtain the services of a qualified and experienced professional to conduct inspections and tests prior to bidding _____ on _____ the _____ property.

RADON GAS Buyer acknowledges that radon gas may exist in the property, of which neither the seller nor the auction firm is aware. Radon is an invisible and odorless gaseous radioactive element. Buyer is encouraged to obtain the services of a qualified and experienced professional to conduct inspections and tests regarding radon _____ gas _____ prior _____ to _____ bidding _____ on _____ the _____ property.

RELEASE. Buyer acknowledges that the seller nor the auction firm are not qualified to inspect the property for mold contaminants or other microscopic organisms, or radon gas, or to make recommendations or determinations concerning possible health or safety issues resulting from the presence of mold contaminants or microscopic organisms or radon gas. Buyer hereby agrees to release, hold harmless and indemnify the seller and the auction firm, their officers, employees, agents, successors and assigns from any liability or expense whatsoever including attorneys' fees, against any claims of damage or injury due to the alleged presence of mold contaminants or microscopic organisms or radon gas in the property.

PROFESSIONAL ADVICE. Buyer acknowledges that he/she has read this radon gas and mold disclosure and release and fully understands its contents and significance. Buyer further understands that he/she has the right to discuss this radon gas and mold disclosure and release with any individual, and to the extent desired, he/she has availed himself/herself of this opportunity.

Buyer: _____ Date _____

Buyer: _____ Date _____

KRAMER & KRAMER INC.
AUCTIONEERS – REALTORS

420 N. Barron St / PO Box 85 / Eaton, OH 45320 / 937-456-1101
www.kramerauctions.com

MAY / 04 / 2012

**AGREEMENT TO PURCHASE REAL ESTATE
BY PUBLIC AUCTION – date here**

1. The undersigned hereinafter called the BUYER, has this day purchased at Public Auction from _____, hereinafter called the SELLERS, the following described Real Estate:

Being Lot number

2. The property shall include the land, all appurtenant rights, privileges and easements, and all buildings, improvements and fixtures, including but not limited to, such of the following as are now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings and screens; storm windows and doors; television antennae; curtain rods; garage door opener and control(s); all landscaping, and all other fixtures.

3. The Buyer has agreed to pay for the premises the sum of:

\$ _____

and deposits herewith the sum of _____ and will pay the balance, in cash, upon delivery of the deed, on or before _____. The property shall sell free and clear of all mortgages, liens or encumbrances, except as noted on the real estate taxes. The BUYER acknowledges that this sale is not contingent upon financing and that failure to close on or before the above date shall constitute loss of deposit monies.

4. BUYER will have possession of premises upon payment of balance due and delivery of deed.

5. The semi-annual installment of taxes and assessments, for _____, now of record, both general and special, including re-spread or reassessed assessments, shall be paid via the short proration method. The Buyer shall pay all taxes and assessments becoming due thereafter.

KRAMER & KRAMER INC.
AUCTIONEERS – REALTORS

MAY / 04 / 2012

420 N. Barron St / PO Box 85 / Eaton, OH 45320 / 937-456-1101
www.kramerauctions.com

6. The SELLER will keep effective the present insurance until delivery of deed. In the event of loss of or damage to improvements on said premises by fire or casualty prior to delivery of deed, this agreement shall remain in full force and effect and the insurance proceeds may be applied to the balance due on the purchase price or used towards repair of damage, at the option of the SELLER. If the BUYER desires additional insurance coverage, the same shall be procured at the expense of the BUYER.

7. The BUYER and SELLER agree to accept the sale of this property upon the terms and conditions that were announced by the AUCTIONEERS on sale day. The BUYER acknowledges they were permitted access for any desired inspections of property, and property is being sold in "AS IS" condition with no expressed or implied warranty what so ever. The Buyer acknowledges receipt of copies of 1) This Agreement, 2) Agency Disclosure and 3) Bidder's Information Packet.

DATED:

BUYER: X _____ X _____

The undersigned SELLER accepts the above purchase offer and acknowledges receipt of the above mentioned deposit monies as down payment and will deliver deed upon payment of balance due. Deposit monies shall be held in KRAMER & KRAMER INC AUCTIONEERS - REALTORS, Trust Account, US Bank of Preble County, Eaton, Ohio, by:

H John Kramer, Broker _____ Check# _____

SELLER: X _____

DEED MADE TO: _____

ADDRESS ON DEED: _____

CURRENT ADDRESS OF BUYER: _____

PHONE # OF BUYER: _____ TYPE OF DEED: _____

ATTORNEY: _____

MAY / 04 / 2012

H. John Kramer / Auctioneer – Realtor - Appraiser

H. John Kramer

Professional & Appraiser Qualifications

- Licensed Auctioneer and Real Estate Broker in Ohio and Indiana
- Realtor, GRI and Member, Certified Auctioneer Institute, CAI with an AARE, Accredited Auctioneer Real Estate Education Designation

EDUCATION & EXPERIENCE

- 1968 Graduate Eaton High School. Senior Class VP / 7 Varsity Letters in Golf, Football and Wrestling.
- 1972 Honorable Discharge from U.S. Marine Corps. Two-Year Stateside Duty during Vietnam Conflict, Obtained Rank of Sergeant, Good Conduct Medal and Navy Achievement Medal
- 1975 Graduate of The Ohio State University, B.S. Degree in Business Administration, Real Estate Major. Member Freshman Golf Team.
- Complete 30 Class Room Hours to Satisfy Ohio Real Estate Continuing Education Law, every 3 years.
- 1982 Completed 3 Year Course held at Indiana University, in Conjunction with the National Auctioneers Association, to obtain the CAI Designation. Certified, Auctioneers Institute. The Highest Professional Designation for Auctioneers. Certification current with continuing education hours.
- 1983 Completed 2 Year Course held at Indiana University, in Conjunction with the National Auctioneers Association, to obtain the Designation AARE, Accredited Auctioneer of Real Estate. This was a 60 Hour Course and designation is kept current with continuing education hours.
- Successfully Completed Many Business Courses Including: Real Estate Law
 - Commercial Brokerage
 - Real Estate Finance
 - Residential Appraising
 - Real Estate Principles & Practices
 - Income Approach to Appraising
 - Real Estate & Urban Development
 - Agricultural Appraising
 - Rural Housing Development & Construction Tax Shelters, Trade-Ins and Exchange
 - 1031 Tax Exchanges
- 1972 Began Training in Real Estate and Auction Business under my Father, who began in 1948
- 1972 Obtained Ohio Real Estate Salesman License
- 1973 Obtained Ohio Auctioneers License
- 1977 Obtained Ohio Real Estate Brokers License
- 1979 Obtained Indiana Real Estate Brokers License
- 1979 Obtained Indiana Auctioneers License
- 1979 Earned GRI Designation. Graduate, Realtors Institute
- 1982 Earned CAI Designation. Certified, Auctioneers Institute.
 - The Highest Professional Designation in the Auction Business
- 1986 Elected to the Board of Directors, Ohio Auctioneers Association. Re-elected for 2nd Term in 1989.
 - Elected VP - 1991
 - Pres - Elect, 1992
 - President in 1993
 - Advisory Board through 1998
- Attended State Auctioneers Conventions Every Year Since 1983 and Each Year Spending at Least 20 Hours of Seminars, Related to the Auction Profession.
- Attended National Auctioneers Conventions Every Year except one Since 1987 and Each Year Spending at Least 20 Hours in Class Room Seminars, Related to the Auction Profession.
- 1996 Appointed by Ohio Gov Voinovich to a 3 Year Term, on Ohio Auction Commission, a 3 Member Committee, which oversees auctions in Ohio. 1999 Re-appointed for a second term; 2002 Gov. Taft reappointed for a third term. Chairman for 5 years & for rewrite of Ohio Auction Law ORC 4707
- 2008 Earned CES designation, Certified Estate Specialist from the Education Institute of the NAA

H. John Kramer, CAI, AARE, CES, GRI

Auctioneer – Realtor – Appraiser

Kramer & Kramer, Inc., Auctioneers – Realtors, Eaton, OH 45320 / 937-456-1101

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H. John Kramer / Auctioneer – Realtor – Appraiser

- Served on National Auctioneer Association Committee for St. Jude Children's Research Hospital. Toured the hospital on two occasions with the committee.
- Conduct various charity actions, including Ronald McDonald House of Dayton, Ducks Unlimited, Boy Scouts of America, Ron Dixon's Taj event & others
- 1999 - Inducted into the prestigious HALL OF FAME of the Ohio Auctioneers' Association, becoming the 19th person enshrined, the youngest member and the second father son honoree to be inducted
- 2006 Elected to National Auctioneers Association Board of Directors for a 3-Year Term.

MEMBERSHIPS

- Ohio, Indiana and National Auctioneers Association / 2006 Elected to Board of Directors of NAA
- Ohio, Dayton Area Board and National Association of Realtors
- Board Member 1981-1983 Preble County Board of Realtors, President in 1983
- President, Ohio Auctioneers Association for 1993.
- Eaton Area Chamber of Commerce
- Ohio State Alumni Association, Life Member
- Eaton Country Club, President 1980, 11 Times Men's Golf Champion; Middletown, Ohio Browns Run Country Club Men's Golf Champion 1983
- St. Paul United Methodist Church, Eaton, Ohio, Past Chairman Pastor Parish Committee, Finance Committee Chairman
- Preble County 4-H Junior Fair Auction Committee
- Member of the Eaton City School District Board of Education during 1993 through 1997, President, 1996 & 1997.
- West Alexandria James F. Ryan American Legion

PERSONAL STATUS

- Born October 3, 1950, and Raised in Eaton, Ohio
- Married December 14, 1974 to My Wife, the Former Debbie Terry and a 1970 Graduate of Twin Valley South High School, West Alexandria, Ohio.
- Three Daughters: Sunny Janele Crofts, Graduate of Morehead State University
Tiffany Lynn Kramer, Graduate of Miami University
Megan Elizabeth Kramer, University of Cincinnati
- Home is 3768 Wayne Trace Rd. Eaton, Oh where we renovated an 1824 2-Story Brick House on 11 Acres.

CLIENTS OF H. JOHN KRAMER

- Various Attorneys, Insurance Agents, Farmers, Antique and Farm Dealers in Preble, Darke, Montgomery, Greene, Butler and Other Areas of Ohio, Indiana, Pennsylvania and Kentucky.
- Court Appraiser for Preble, Darke, Montgomery and Warren County Probate Courts.
- Preble County Bank (US Bank), Somerville National Bank, Eaton National Bank & Trust Co. & Many Others
- Ronald McDonald House of Dayton, OH. Their Auctioneer of choice.
- Preble and Montgomery Counties Junior Fair Livestock Auctioneer
- Conduct annual auctions for the City of Dayton, OH and Hamilton, OH
- Internationally Known Hummel Authority, Robert L. Miller
- Farm Credit Services
- Leon Hendrickson, Owner of Silver Towne, Winchester, IN
- Law Offices Include: Steven Bruns; K. Brent Copeland; Richard Faber; Eugene Gilbert; Steven Hobbs; Ron Keener; Charles D. Hubler; David Izor; James Treheme; Lancer Weinrich; Augustus L. Ross; Bennett Law Offices; Brannon & Lowe; Earley & Earley Law Offices; Jim Thomas; Tracy & Tracy Co.; Winwood, Crossman & Associates and Others.
- Will Furnish List of Attorneys, Bankers, Farmers, Businessmen or Any of the over 4,000 Auction Clients I Have Worked for.

As of January 1, 2011

Respectfully submitted,
H. John Kramer

H. John Kramer, CAI, AARE, CES, GRI

Auctioneer – Realtor – Appraiser

Kramer & Kramer, Inc., Auctioneers – Realtors, Eaton, OH 45320 / 937-456-1101

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Draft – Pending Review

**SPONSORSHIP AGREEMENT
Eaton Community School District Board of Education**

This Sponsorship Agreement ("Agreement") is entered into as of _____, 2012 ("Effective Date"), by and among the Board of Education of the Eaton Community School District ("**Board of Education**"), County of Preble, Ohio, and Dayton Osteopathic Hospital d/b/a Grandview Medical Center, an Ohio nonprofit corporation ("**GMC**").

RECITALS

WHEREAS, the Board of Education is currently planning the development and construction of a new athletic and wellness complex on Eaton High School grounds at 600 Hillcrest Drive, Eaton, Ohio that will house a community stadium ("**Stadium**") and wellness center and will have a new state-of-the-art athletic field in connection with the complex;

WHEREAS, the Stadium will be the venue for certain of Eaton public schools' athletic events and home games, as well as other sports, entertainment, arts and wellness programs and events; and

WHEREAS, the Stadium will have classrooms for athletic and community wellness, exercise, nutrition and health programs and clinics ("**Wellness Center**"); and

WHEREAS, the Board of Education controls all sponsorship elements in connection with the Stadium and Wellness Center, including certain advertising, internal communications, and intellectual property covered by this Agreement;

WHEREAS, Grandview Medical Center (GVMC) is an affiliate of Kettering Health Network ("**KHN**") that is comprised of Grandview Medical Center with Southview Medical Center, Kettering Medical Center with Sycamore Medical Center, Greene Memorial Hospital, Fort Hamilton Hospital, and the Indu and Raj Soin Medical Center, as well as clinics and health centers operated by the various affiliates, all operating as a clinically integrated health care arrangement, including the employed and independent staff physicians and other licensed professionals who are involved in patient care at the KHN entities;

WHEREAS, GMC desires to obtain from the Board of Education the naming identifications rights to the Stadium and Wellness Center, as well as other ancillary benefits related thereto; and

WHEREAS, GMC also desires to obtain from the Board of Education certain exclusivities in advertising and internal communications; and

WHEREAS, the Board of Education desires to grant to GMC certain naming identifications rights to the Stadium and Wellness Center, and to provide other ancillary benefits related thereto and to also grant certain exclusivities in advertising and internal communications, subject to the terms and conditions set forth herein, and is signing this Agreement to acknowledge certain obligations with respect to such intellectual property and other ancillary benefits and exclusivities granted hereunder.

NOW, THEREFORE, in consideration of the above recitals which are herewith incorporated into and made a part of the Agreement by this reference, and the mutual promises, covenants, conditions, representations, warranties and undertakings hereafter set forth and herein exchanged, and the exhibits attached hereto and made a part of the Agreement hereof, the parties agree as follows:

AGREEMENT

GRANTING OF SPONSORSHIPS

Sponsorship Naming Identification Rights: GMC will have naming identification rights concerning the Stadium and Wellness Center, with logo identification in prominent areas within the Stadium and Wellness Center, and other venues as specified below. Such naming identification rights will include that GMC shall enjoy primary and preeminent use of all current and future audio/visual elements, including but not limited to, electronic display systems such as 360 degree video boards and scoreboards; ribbon board systems; dedicated television systems; zone-controlled advertising systems; and other future technologies as such become available and practical. On a periodic basis, but no less than every three (3) years during any term of this Agreement, the parties shall review the modes of technologies then available for GMC's naming identification rights under this Agreement. GMC shall be responsible for mutually agreed-upon costs associated with identifying GMC pursuant to the terms of this Agreement.

Stadium and Wellness Center:

Naming Identifications. During the Term of this Agreement, the Board of Education hereby grants to GMC the official right for naming identifications of the Stadium and Wellness Center ("**Naming Identifications**"). As of the Effective Date of this Agreement, GMC may elect to use its Naming Identifications rights prior to or at the opening of the Stadium and Wellness Center. The Board of Education shall use reasonable efforts during the Term to (i) cause any and all announcements relating to the Stadium and Wellness Center, or events held at such venues, whether in print, broadcast media, other audio/visual elements, advertising for the Stadium or Wellness Center or such other events (including references to the development, construction, completion or any other such matter related to the venues), to refer to such with the name(s) selected by GMC; (ii) identify the venues with the name(s) selected by GMC on the Stadium itself and the Wellness Center itself, and in all official documents, press releases, newsletters, publications, banquet programs, and other advertising that is specified in this Agreement or is otherwise later associated with the Stadium and/or Wellness Center (including references to the development, construction, completion or any other such matter related to the venues); (iii) cause others (including, but without limitation, news media, sports teams, service providers, advertisers, promoters and sponsors) to identify the Stadium and Wellness Center with the name(s) selected by GMC (provided that any failure of such parties to use such references shall not be considered a breach of this Agreement); (iv) agree that any use of the name of the Stadium and Wellness Center as

set forth herein that is abbreviated shall require the Board of Education to make reasonable efforts to secure the prior written approval of GMC; and (v) use applicable Stadium and/or Wellness Center Graphic Logo and Marks consistent with the provisions of this Agreement. The Board of Education shall use commercially reasonable efforts to include in all contracts (including leases and use agreements) involving the use of the Stadium and/or Wellness Center for any athletic or other event open to the public or for the provision of services in connection with a Stadium and/or Wellness Center event open to the public, which is entered into after the Effective Date, a requirement to refer to and identify the Stadium and Wellness Center with the name(s) selected by GMC in all promotional, advertising and other material disseminated to the public by or on their behalf. For purposes of this Agreement, "event" refers to a sporting activity, exhibition or game, musical festival, charitable event, political event, religious gathering and any such other event which takes place in or at the Stadium and/or Wellness Center and which is open to the general public ("**Event**"). The Board of Education agrees that GMC shall have the right, during the Term of this Agreement, to change the name of the Stadium and/or the Wellness Center by obtaining advance written consent by the Board of Education as to the new name(s) (provided such consent shall not be unreasonably withheld) and GMC's payment of all expenses associated with such name change.

Official Sponsorship. Subject to any restrictions and limitations set forth in this Agreement, the Board of Education hereby grants "official sponsorship" exclusively to GMC during the Term of this Agreement. For purposes of this Agreement, "**official sponsorship**" exclusivity means that, without the written consent of GMC, no GMC Direct Competitor shall be permitted, in connection with the Stadium, its respective operations, or any Event, to advertise itself in media of any type that is under the Board of Education control (including without limitation, program advertising and/or any of media) or to promote, sponsor, co-sponsor, or be advertised or promoted in any manner or in any media of any type under the Board of Education control. For purposes of this Agreement, "GMC Direct Competitor" means any person or entity which operates primarily as a provider of acute care or specialty care hospital services within a 30 mile radius of GMC's primary campus, or the subsidiaries or other health care entities controlled by GMC. The Board of Education shall assure that at no time or for any reason will GMC's name, House Marks, logos, or other granted ancillary benefits in connection with GMC's rights to Naming Identifications of the Stadium and/or Wellness Center, and official sponsorships and other ancillary benefits granted under this Agreement be eclipsed, covered over or otherwise blocked from full view. The Board of Education warrants that, as of the Effective Date of this Agreement, none of its existing agreements involving sponsorship rights interfere with the grant of Naming Identifications and official sponsorship rights made to GMC as specified in this Agreement.

Other Signage/Displays. After the Effective Date of this Agreement, the Board of Education shall use reasonable efforts to prohibit any person or entity from having a sign or display on the Stadium or Wellness Center, which is larger than the signage or a display in the same category and type of signage/display utilized for the Stadium or Wellness Center Mark; or Graphic Logo; and/or GMC's trademarks ("**House Marks**"). Subject to the agreement between the parties regarding official sponsorship, in the event the Board of Education proposes to grant or permit another person or entity (that is not a GMC Direct Competitor) the use of promotional or sponsorship media, then the Board of Education agrees to discuss with GMC whether such media may be included in the Stadium or Wellness Center for the benefit of GMC in a manner comparable, but no smaller, or less frequent, or less visible to that which the Board of Education proposes to offer to a third party, provided that (i) GMC shall pay for the additional sponsorship opportunity at the same rate at which such other person or entity is paying for comparable sponsorships, and (ii) GMC acknowledges that certain types of sponsorships may be of such a nature that they cannot be offered on the same terms to GMC (e.g. logos on one seat where there is room for only one sponsor), and the Board of Education shall not be required to offer such opportunity to GMC pursuant to this Agreement.

Additional Recognition. GMC shall have multi-sensory recognition within marketing and promotional materials at school and/or booster-sponsored athletic, health and/or wellness events taking place on the secondary campus. Recognition includes marketing and promotional materials, such as t-shirts, programs, brochures, announcements and other printed or electronic media.

Website and Social Media. All official School District websites and/or social media activity shall include prominent web links to and exposure of GMC/KHN services including a presence of Athletic and Wellness information, news and tips. GMC agrees that it shall be responsible for mutually-agreed upon costs incurred by the School District in connection with social media activity in order to comply with this subsection, if any.

GMC brand presence on football playing surface or other area(s) of prominence in spectator view as mutually agreed upon.

Most prominent position on front and/or back panel of Main Scoreboard.

All stadium and gate entrances and panels/signage on the exterior of the main seating structures.

Directional/Way Finding/No Smoking Signage (Number to be determined and mutually agreed upon by the Board of Education and GMC), for example "Eaton, partnering with Grandview Medical Center, wants the best for our community - No Smoking Please."

Sponsorship Messaging:

To the extent available, Video Messaging (3, thirty second spots) during all applicable Events, GMC to provide messages in acceptable format

To the extent available, fixed GMC logo display (4 times) during all applicable Events, GMC to provide logo in acceptable format

Public Address Announcements (3, length and message to be mutually agreed upon by the Board of Education and GMC) during all applicable Events)

Stadium Use / Ticketing / Parking:

GMC will have use of the Stadium for one designated Event per year. Nature, Date, and Time of the Event is subject to the approval of the Board of Education. GMC recognizes that the use of the Stadium may also require additional mutually agreed upon fees for security and staffing personnel necessary the cost of which shall be paid by GMC.

GMC will receive 10 single admission Event tickets for all Events held at the Stadium over which the Board of Education has control of the distribution/sale of tickets.

GMC will receive 5 parking spaces related to the above-stated single admission Event tickets for all Events held at the Stadium where the Board of Education has control of the distribution/sale of tickets.

Most Favored Nation: The Board of Education agrees that, to the greatest extent possible and allowed by law and state regulations governing public school employee health plans, it shall assure that any insurance, self-insurance, or other third party payor health plans that includes multiple healthcare providers, that are offered to the faculty/employees of the Board of Education and/or the Eaton Community School District ("**School District**"), shall require co-pay and deductible discounts benefits and terms for services rendered by KHN hospitals and entities to, at all times during the Term of this Agreement, be at least as favorable as the co-payment and deductible discounts benefits and terms for services as are granted to any other health care provider. During the Term of this Agreement, should such insurers or health plans enter into any agreements with any other healthcare provider which provide for such co-pay and deductible discounts benefits or terms that are more favorable than those granted for services rendered by KHN hospitals or entities, then such insurance or health plans shall provide the School District enrollees with at least the same favorable co-payment and deductible discounts benefits and terms in connection with services received from KHN hospitals or facilities.

Sports Medicine Services: The current sports medicine services offered to students participating in athletic programs pursuant to the Sports Medicine Service Agreement entered into by and between GMC through its affiliate Dayton Sports Medicine Institute and Eaton High School as of the 20th day of August, 2009, shall be exclusive to GMC during the Term of this Agreement under the same terms and conditions. In the event this Agreement is terminated for any reason, GMC shall have the absolute right to terminate the Sports Medicine Agreement upon sixty (60) days written notice to the

School District following termination of this Agreement without penalty and shall then be relieved of all its future obligations under that Sports Medicine Agreement.

Health-related Initiatives: GMC shall have first right of refusal to any health-related initiatives that are within unilateral control of the School District.

- 1.7 During any term of this Agreement, to the extent possible under current or then-current state and federal law, statutes, rules, regulations, and/or accrediting requirements, the School District and GMC shall mutually agree on the School District's selection of a team physician, provided, however, the School District shall have the right to terminate the team physician for just cause.
- 1.8 Advertising/Marketing/Promotions: GMC shall have the exclusive rights to any health-related advertising, marketing and/or promotions at or on all School District facilities
- 1.9. Fundraising: GMC, in cooperation with the Board of Education, agrees to assist the Board of Education with its fundraising campaign to raise donations in connection with the development and construction of the new Stadium and Wellness Center.

CONDITIONS OF SPONSORSHIP

GMC shall not have the right for any of the sponsorships under Section 1 of this Agreement to display a message that contains comparative or qualitative descriptions of GMC's product, price information or any other indication of savings or value associated with GMC's product, any message that endorses GMC product/services, or any message that would constitute an inducement to purchase, sell, or use GMC product/services. Notwithstanding the foregoing, nothing in this provision shall prohibit GMC from describing components of its or KHN's services in its sponsorships, provided that such descriptions do not violate the above prohibition against use of a comparative/call to action.

All activities, displays, copy and graphics proposed by GMC under this Agreement are subject to prior approval by the Board of Education, which approval shall not be unreasonably withheld. The Board of Education shall have the right to disapprove any activities, display, copy or graphics which are in violation of any federal, state, or local, law, regulation, ordinance and/or policy, including those of the Board of Education, or which the Board of Education reasonably considers to be misleading or offensive or injurious to the reputation and/or image of the Board of Education. All proposed new activities, display, copy or graphics must be submitted by GMC to the Board of Education not less than 15 days prior to the anticipated date of any performance/display. The material attached at **Exhibit A** represents the type and scope of materials that the Board of Education approves, and such materials are hereby approved for usage.

GMC acknowledges that, in accordance with the Board of Education, any benefit, right or privilege received by GMC under this Agreement may be withheld by the Board of Education if GMC engages in conduct that is determined or considered to be inconsistent with the mission of the Board of Education, as set forth with specificity at **Exhibit B**.

The Board of Education will be responsible for the construction, installation, maintenance and replacement (in a workman like manner) of all audio/visual elements utilized during any Term of This Agreement in connection with GMC's Naming Identifications, including the replacement of the scoreboard due to structural issues or technology advancements. GMC will reimburse the Board of Education, or make other such mutually determined arrangements for payment, for the reasonable costs associated with this obligation (including any lighting desired by GMC). The failure of the Board of Education to maintain such elements (including without limitation, cleaning, repairing, replacing damaged components and ensuring that all sections are properly illuminated) shall constitute a default by the Board of Education, subject to cure rights set forth in Section 5.2. GMC costs set forth in this Section 2.4 shall be related to only those costs of elements which are not shared with the Board of Education or any other party. GMC will reimburse a proportionate share of other costs associated with its shared usage of elements and lighting. Other costs will be mutually agreed upon in writing by GMC and the Board of Education prior to usage. Any changes desired to elements by GMC that result in additional production and installation fees during any Term of this Agreement will be borne by GMC and reimbursed to the Board of Education pursuant to this Agreement, unless otherwise agreed to by the parties in writing.

PAYMENT

GMC shall pay to the Board of Education or its designee the total amount of \$1,099,995 (net), payable in 15 annual installments of \$73,333.00 each, commencing on the Effective Date of this Agreement. Payment will be sent to the Board of Education with address as for Notice hereunder, or to such other address as noticed in writing to GMC by the Board of Education.

TERM OF AGREEMENT

This Agreement shall be for a period of fifteen (15) years from _____, 2012 to and including _____, 2027 ("Term"), unless sooner terminated as provided herein. Provided that the Agreement has not been terminated, the Board of Education agrees, beginning on the date two (2) years prior to the expiration of this Agreement, to negotiate exclusively and in good faith for a period of ninety (90) days with GMC regarding an extension or renewal of this Agreement ("Exclusive Negotiating Period"). GMC agrees that, in the event no agreement is reached to renew or extend this Agreement during the Exclusive Negotiating Period, the Board of Education shall be free to negotiate with other parties regarding the terms set forth herein upon the expiration of the Exclusive Negotiating Period.

DEFAULT/TERMINATION

Default by GMC: GMC shall be in default of this Agreement if it (i) fails to make any uncontested payment to the Board of Education within 30 days of the payment due date listed in Section 3 above; provided, however, that in the event of such a default, the Board of Education shall provide to GMC thirty (30) days prior written notice of such default and the opportunity to cure the default during such time, or (ii) breaches any other provision of this Agreement and fails to cure such breach within a reasonable amount of time, but not more than sixty (60) days, after receiving written notice of default from the Board of Education. In the event any default is not cured within the

notice period, then the Board of Education reserves the right, at its sole option, to terminate this Agreement and to require immediate payment of any uncontested past due installments. Notwithstanding anything to the contrary, GMC shall pay to the Board of Education, with each late uncontested payment, a late fee equal to five (5.00%) percent of such late annual payment. In the event a payment, or any portion thereof, is contested, GMC shall notify the Board of Education in writing and state the reasons therefor; and the parties shall endeavor in good faith to resolve the issue. If the issue is not susceptible to resolution within 60 days of initial notification, then either party may terminate this Agreement after the expiration of the 60-day notice period, upon 5 business days' prior written notice.

Default by the Board of Education: Unless otherwise stated herein, the Board of Education shall be in default of this Agreement if it fails to perform its obligations under this Agreement, including but not limited to those concerning the Naming Identifications and official sponsorship rights and other ancillary benefits related thereto, including exclusivities in advertising and internal communications. Any such breach by the Board of Education may be strictly enforced in equity by injunctive relief, without the necessity of proving damages or posting bond or other security. The parties agree that, in such event of default, GMC shall be entitled to an injunction from a court of competent jurisdiction, restraining the Board of Education from any further violation of GMC's Naming Identification and official sponsorship rights and other ancillary benefits granted under this Agreement. Before seeking such injunction, GMC shall provide a 30-day prior Notice to the Board of Education during which notice period the Board of Education shall have opportunity to cure the default. The right to an injunction shall be cumulative and not exclusive and shall be in addition to any other remedies available to GMC.

Unless otherwise stated herein, GMC may cancel this Agreement, if the Board of Education breaches any of the other terms of this Agreement and fails to correct such breach within sixty (60) days after receiving written notice of such breach from GMC (or sooner if required by law), and in such event, GMC shall be relieved of all further obligations under this Agreement.

Termination due to Legal Event: GMC may also cancel this Agreement, and shall then be relieved of all its future obligations under this Agreement, in the event that, by reason of any legislative or regulatory change or determination (whether federal or state), performance by GMC of any term, covenant, condition or provision of this Agreement should for any reason be in violation of any law, statute, or regulation, or otherwise be deemed illegal in the opinion of legal counsel. In such event, the parties agree to act in good faith to attempt to renegotiate the terms of this Agreement to the greatest extent possible which would enable GMC to be in compliance with such law, statute or regulation. If GMC and the Board of Education fail to reach an agreement satisfactory to both parties within ninety (90) days of commencement of renegotiation, this Agreement shall then terminate, or may be terminated sooner if required by law.

INSURANCE

All parties, at their own expense shall obtain and maintain insurance or self-insured coverage in sufficient amounts of primary and annual aggregates to fully cover each of their respective

obligations and concomitant liabilities under this Agreement. Each party shall, to the extent possible, at its sole expense, procure and maintain during the Term of this Agreement, a policy of general public liability insurance or self-insured coverage, and providing coverage for advertising liability affording a limit of liability in the amount of \$1,000,000 per occurrence and covering (i) libel and slander; (ii) any infringement of copyright or of title or slogan, (iii) privacy or unfair competition or idea misappropriation under an implied contract, and (iv) any invasion of right-of-privacy, committed or alleged to have been committed in any title or slogan. Each party, at the request of the other, shall provide such proof of insurances or self-insured coverages.

GENERAL CONDITIONS

The Board of Education's maximum liability to GMC for claims related to this Agreement shall not exceed the greater of the total cash compensation paid by GMC under this Agreement or the Board of Education's amounts collected from its insurance directly related to the claimed liability. GMC's sole remedy against the Board of Education for loss or damage arising out of the performance or non-performance under this Agreement shall be proven direct, actual damages. The Board of Education shall not be liable for any indirect, incidental, reliance, special or consequential damages arising out of its performance or non-performance under this Agreement, whether or not the Board of Education had been advised of the possibility of such damages.

The Board of Education shall not be responsible for any damage or loss to any of GMC's display materials, unless such is due to the Board of Education's failure to provide customary security to minimize vandalism, tampering, etc. No breach of this Agreement shall occur as a consequence of the failure of the Board of Education to perform under this Agreement if such failure results from: inclement weather; an act of God; strike lockout or other labor dispute; acts or omissions of airline or other transportation service providers; any decision, order, law, rule or regulation of the Ohio High School Athletic Association, or a conference to which the Board of Education belongs, or any other federal, state or municipal agency or official; or the occurrence of any other event that is beyond the reasonable control of the Board of Education. In such event, the Board of Education, in its sole discretion, shall either refund a proportionate share of the annual payment amount to GMC related to the aborted opportunity due to the aforesaid force majeure acts, or shall provide a like opportunity at the next available opportunity. The Board of Education shall communicate its decision regarding restitution for aborted opportunities to GMC in writing. In the event that the Stadium is destroyed or shut down for any reason, GMC's obligation to perform hereunder shall be cancelled to the extent and for the length of time that the Stadium and is not operational to the public. If the Stadium is then re-opened after such destruction or shut-down, the term of this Agreement, at GMC's sole discretion, may be extended for a period of time corresponding to that period of the Board of Education's failure to perform.

Without the prior written consent of the Board of Education, which consent shall not be unreasonably withheld or delayed, GMC may not use the name, mark or other identification of the Board of Education and may not use them in any manner which indicates or implies a Board of Education sponsorship or endorsement of GMC or its products or services or which diminishes the reputation or image of the Board of

Education. Notwithstanding the foregoing, GMC may state its relationship to the Board of Education in certain of its public materials such as, but not limited to, various reports and press releases or other media, with examples of such approved usage as set forth at **Exhibit C**.

The Board of Education agrees that any name, mark or other identification of GMC is proprietary to GMC and the Board of Education agrees that it may not use same, or share same with any third party other than the usage prescribed and specified in this Agreement.

All rights not specifically granted to GMC in this Agreement shall be and remain the property of the Board of Education to be used in any manner that the Board of Education deems appropriate.

All rights not specifically granted to the Board of Education by GMC in this Agreement shall be and remain the property of GMC. During the Term of this Agreement and for the purposes stated in this Agreement, GMC hereby grants to the Board of Education a non-exclusive right to use GMC's House Marks attached hereto at **Exhibit D** or such other House Marks as GMC may approve in writing. GMC shall have prior approval rights with respect to any use of GMC's House Marks (excluding Naming Identifications and official sponsorships containing Stadium Mark and Graphic Logo), provided that such approval will not be unreasonably withheld or delayed. The parties shall agree upon a mutually convenient process for such approvals to be requested and obtained, and the Board of Education shall not be obligated to resubmit a request for approval for proposed use similar to that which has already been approved. The Board of Education hereby agrees that its every use of GMC's House Marks shall inure to the benefit of GMC and that the Board of Education shall not at any time acquire any rights in GMC's House Marks by virtue of any use the Board of Education may make of them. The non-exclusive right to use GMC's House Marks shall not prevent GMC from using its House Marks in any manner whatsoever.

This Agreement contains the entire agreement between the parties relating to the subject matter contained in this Agreement, and no termination or modification of this Agreement shall be valid unless in writing and approved by a duly authorized officer of the Board of Education and a duly authorized officer of GMC.

Neither party may assign its rights to others, without the express written consent of the other party, which consent shall not be unreasonably withheld. In the event the Board of Education proposes to sell the Stadium or any interest therein, the Board of Education shall give GMC notice of the proposed sale and information regarding the proposed buyer, including its name, address, and contact information. At GMC's election, any such buyer shall expressly assume all obligations of the Board of Education under this Agreement. Any advertising, sponsorship and promotion arrangements and agreements to which such buyer is a party shall be subordinate to this Agreement and the Board of Education shall ensure that the buyer and sale agreement for the sale of the Stadium or any interest therein shall provide for such subordination.

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

The parties recognize that GMC, while engaged in and carrying out and complying with the terms and conditions of this Agreement, is an independent contractor/sponsor with respect to the Board of Education, and the parties do not intend to create a partnership, agency, or any other legal relationship between the parties. This Agreement shall not be construed to confer any rights or privileges on any third parties, and neither the Board of Education nor GMC nor KHN or any of its affiliated hospitals or entities shall be under any obligation to any third party by reason of this Agreement or any term thereof.

This Agreement shall be binding on the parties' legal representatives, successors, and assigns. No forbearance to exercise any rights or privileges under this Agreement or waiver of any breach of any of its terms shall be construed as a waiver of any such terms, rights or privileges.

This Agreement shall be governed by the laws of the State of Ohio.

Any claims, demands, or actions asserted against any party hereto shall be brought in the Ohio Court of Claims, as it is the court with exclusive jurisdiction over claims against the Board of Education.

This Agreement, and any amendments thereto, may be executed in two or more counterparts, each of which shall constitute one and the same instrument. The exchange of copies of this Agreement (or any amendment thereto) and of signature pages by receipted facsimile or electronic transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by receipted facsimile or electronic means will be deemed to be their original signatures for all purposes.

The Board of Education warrants and represents to GMC that the execution, delivery, and performance of this Agreement have been authorized by all necessary corporate actions and that it has requisite right, power and authority to enter into and perform this Agreement and to grant the Naming Identifications and official sponsorship rights and other ancillary rights granted to GMC pursuant to this Agreement, and that no consent of any other person or entity is required for execution by the Board of Education of this Agreement and/or performance under this Agreement.

Any provisions of this Agreement creating obligations extending beyond the Term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

This Agreement is confidential, contains proprietary information relating to personal, financial and business matters of the parties, of which neither party desires to disclose or allow other persons to have access to the same. Therefore, neither this Agreement nor its terms and conditions, or content thereof, shall be released to any third persons, firms or corporations without the written consent of both parties, unless required to do so by law. The confidential and proprietary nature of the Agreement shall be waived in the event

there is a dispute concerning its interpretation and enforcement, and it becomes necessary for either party to file suit concerning the same. GMC acknowledges that the Board of Education may be required to release a copy of this Agreement pursuant to a FOIA request or other laws governing release of information of public schools, but no further information shall be released than the minimum required by law and only pursuant to a request made under law or regulations governing the School District. Where possible, GMC shall be notified of such disclosure of this Agreement or its terms or other release of

information concerning this Agreement and its terms.

NOTICES

All notices required hereunder shall be delivered by a commercially reasonable means of receipted delivery and shall be deemed duly given when received, and shall be addressed as follows (or to such other address as provided by Notice to the party owed notice):

Board of Education of the
Eaton Community School District
307 N. Cherry Street
Eaton, Ohio 45320
Attn: _____

with a copy to:

Grandview Medical Center
405 Grand Avenue
Dayton, Ohio 45405-4796
Attn: _____

with a copy to:
Jeffrey Mullins, Esq.
Taft, Stettinius & Hollister LLP
40 North Main Street, Suite 1700
Dayton, Ohio 45423-1029.

This Agreement is entered into as of the date noted above and is executed by authorized parties.

**EATON COMMUNITY SCHOOL
DISTRICT BOARD OF EDUCATION**

GRANDVIEW MEDICAL CENTER

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title: _____

Date:_____

Date:_____

EXHIBIT "A"

**SAMPLES OF DISPLAYS, COPY AND GRAPHICS PROPOSED BY GMC AND APPROVED BY
THE BOARD OF EDUCATION**

EXHIBIT "B"

THE BOARD OF EDUCATION MISSION STATEMENT AND CONTRAINDICATED CONDUCT

EXHIBIT "C"

**APPROVED STATEMENTS AND USAGES BY GMC OF THE GMC/ BOARD OF EDUCATION
RELATIONSHIP UNDER THIS AGREEMENT**

EXHIBIT "D"

APPROVED GMC HOUSE MARKS FOR USE BY THE BOARD OF EDUCATION

FOOD ALLERGIES

The purpose of this policy is to establish a safe environment for students with food allergies and to support parents regarding food allergy management. In accordance with State law, it is the policy of the Board to provide all students, through necessary accommodations where required, the opportunity to participate fully in all school programs and activities.

The Board takes food allergies seriously and understands that food allergies can be life threatening. Recognizing that the risk of accidental exposure to foods can be reduced in the school setting, the District administration is committed to minimizing risks and providing a safe educational environment for food-allergic students. Students with dietary needs that qualify as disabilities under State and Federal law are provided reasonable accommodation.

Substitutions to regular school meals provided by the District are made for students who are unable to eat regular school meals due to a qualifying dietary need when that need is certified in writing by the student's physician. Substitute meals are provided in the most integrated setting appropriate to the special needs of the student.

The nature of the student's qualifying dietary need, the reason this need prevents the student from eating regular school meals (including foods to be omitted from the student's diet), the specific diet prescription along with the needed substitution must be specifically stated in the physician's statement. The District, in compliance with the USDA Child Nutrition Division guidelines, provides substitute meals to food-allergic students based upon the physician's signed statement.

The administration consults with parents, school nurses and other school employees, school volunteers, students and community members to gather information for the development and implementation of a food allergy plan. The plan includes, but is not limited to, school-wide training programs regarding food allergy education, staff development regarding food allergy identification and management, allergy emergency drills, strategies for the identification of students with life-threatening food allergies and management skills including avoidance measures, designation of typical symptoms and dosing instructions for medications.

[Adoption date: June 1, 2003]

[Re-adoption date:]

LEGAL REFS.: Child Nutrition Act of 1966; 42 USC 1771 et seq.
Americans with Disabilities Act Amendments Act of 2008; 42 USC 12101 et seq.
Rehabilitation Act of 1973, 29 USC 794
ORC 3313.719; 3313.81; 3313.812; 3313.813
3314.03
3326.11
OAC 3301-91-01 through 3301-91-08

CROSS REFS.: ACB, Nondiscrimination on the Basis of Disability
EF, Food Services Management
EFB, Free and Reduced-Price Food Services
EFF, Food Sale Standards
EFG, Student Wellness Program
IGBA, Programs for Students with Disabilities
JHCD, Administering Medicines to Students

EATON HIGH SCHOOL
TENTATIVE GRADUATION LIST
As of May 7, 2012

Regan Lynn Alford	Andrew Joseph Jackson Fenton	Brooklyn Desire Summer Song Libecap	Emily Elizabeth Ritchie
Katelin Marie Anspaugh	Kateland Dovie Fields	Meagan Nicole Lindsay	Cheyenne Renee Sarver
Jonathan Roberts Baldwin	Randy Owens Forte	Derek Robert Lucas	Kelse Michelle Schaeff
Zachary Tyler Beare	Victoria Jeanne Fox	Levi Allen Ludy	William Andrew Schilling
Anthony Justin Beatty	Cole Ryan French	Arah Olivia Luther	Disha Nilesh Shah
Caleb Allen Belongia	Courtney Nicole Gale	Liberty Megan Margrett	Brandon Michael Shockley
Casey Leigh Bindewald	Clifford Robert Garey	Dustin Jay Marshall	Devin Robert Smith
Samuel Neil Borst	Shane Connard Garrett	Jacob Keith Mayabb	James Michael Smith
Joshua Dane Boyd	Leslie Danielle George	Joseph Patrick McCafferty	Rachel Elizabeth Smith
Michael Andrew Brookshire	Nathaniel David Gevedon	Andrew Michael McKee	Tyler James Snyder
Jordan Kai Bryant	Dillon Lee Gilbert	Ryan Christopher Miller	Samuel Anthony Spice
Taylor Elizabeth Buffenbarger	Nathaniel Morgan Gose	Courtney Edwin Mobley	Dustin Lee Stepp
Catherine Elizabeth Burdette	Dakota Glenn Gregg	Anna Elizabeth Moore	Katie Marie Stevens
Christopher Donald Buriff	Amber Lynn Guntle	Naisha Renae Morris	Victoria Danielle Stevens
Abigail Elaine Burrows	Kahlie Michelle Clark Hake	Hunter Lee Morrow	Aaron Mitchell Stobaugh
Jonathon Gary Caulley	Tyler Jacob Hardin	Casey Dane Mowen	Taylor Jill Sullivan
Nathan Bradford Clark	Connor Michael Harris	Craig Daniel Moyer	Brady Scott Swain
Kathleen Marie Clyburn	Amanda Lynn Hatmaker	Alexander Fredrick Mumma	Kaila Grace Swope
Ashley Nicole Cook	Emily Elizabeth Hawn	Jacob Daniel Myers	Megan Elizabeth Tackett
Adam Joseph Cotner	Derek James Richard Heiser	Mallory Shyanne Napier	Emily Anne Tadlock
Steven Charles Eugene Cox	Hope Elizabeth Hess	Stevi Morgan Neff	Brett Allan Taylor
Abby Lynn Crowell	Max Dylan Hinkle	Austin Ray Nickell	Jalen Michael Taylor
Raleigh Owen Dale	Zachary Charles Hodapp	Shaylice Karina Nieves	Alga Jero Thompson
Erica Colleen Davis	A'Lisha Danielle Hoff	Nicholas Michael Orihood	Jessica Lou-Ann Thorpe
Timothy Ryan Davis	Lindsey Rae Holsapple	Danielle Nicole Overholts	Brooke Danielle Tipton
Tyler John Scott Davis	Dakota Mae Horner	Austin Charles Pearson	Hunter Morgan Trunk
Whitney Jo Delk	Corey Isaac Hunt	Brett Robert Petro	Devan Laine VanWinkle
Randy Clay Drewry	Billy Joseph Alan Huston	Robert Mackenzie Pieper	Kenneth Velez, Jr.
Lynsey Ann Duke	Aprill Nikole Jackson	Kaitlyn Michelle Pieratt	Harley Rebecca Vice
Sarah Elaine Duke	Christopher Dylan Thomas Janney	Zackary Brian Pool	Blake Tyler Voiles
Rachel Ann Dunbar	Katelyn Marie Jenkins	Ryan Scott Reasor	Molly Margaret Walworth
Emmalea Morgan Dyer	Megan Danielle Jones	Evan Christopher Reece	Christian Matthew Webb
William Harley Elam, II	Natasha Marie Keener	Mackenzie Alexis Reed	Zachary Francis Webb
Darion Robert Elifritz	Shelby Elizabeth King	Mandy Moriah Reed	Megan Nicole White
Kasey Wade Estes	Ashley Deanne Kiracofe	Alan Joseph Renner	Ashli Michelle Lynn Wilson
Christopher Thomas Evans	Ivan Sergeevich Koutsopatriy	Brandon Joseph Renner	Jared Ray Carson Winkler
Damon Jacob Ewry	Bryan Lee Lake	Lacey Rene' Rexrode	Shannon Marie Winter
Townshend Maxwell Fenner	Nicholas Aaron Lehman	Chad Deward Richards	Aaron Paul Wise
Andrew Jacob Fent	Tylor Austin Lehr	Christopher Logan Ritchie	

Textbook Disposal List

Regular Board Meeting
May 14, 2012

- A. 40 – *Bien dit French I*, Holt 2008.
- B. 2 – *Bien dit French I* teacher resource books, Holt 2008.
- C. 52 – *Bien dit French II*, Holt 2008.
- D. *Bien dit French II* teacher resource books and CD's, Holt 2008.
- E. 21 – *Bien dit French III*, Holt 2008.
- F. *Bien dit French III* teacher resource books and CD's, Holt 2008.
- G. 80 – *Discovering French Nouveau I*, McDougal Littell 2007.
- H. *Discovering French Nouveau I* teacher resource books and CD's, McDougal Littell 2007.
- I. 79 – *Discovering French Nouveau I* workbooks, McDougal Littell 2007.
- J. 30 – *Discovering French Nouveau II*, McDougal Littell 2007.
- K. *Discovering French Nouveau II* teacher resource books and CD's, McDougal Littell 2007.
- L. 57 – *Discovering French Nouveau II* workbooks, McDougal Littell 2007.
- M. 21 – *Discovering French Nouveau III*, McDougal Littell 2007.
- N. 20 – *Discovering French Nouveau III* workbooks, McDougal Littell 2007.
- O. 17 – *Discovering French Blanc*, McDougal Littell 2001.
- P. 2 – *Discovering French Blev*, McDougal Littell 2001.
- Q. 3 – *Discovering French Blev VHS*, McDougal Littell 2001.
- R. 29 – *C'est a Toi I* Resource Books with 12 CD's, EMC Paradigm Publishing 2007.
- S. 12 – *C'est a Toi II* Resource Books with 4 CD's, EMC Paradigm Publishing 2007.
- T. 8 – *C'est a Toi III* Resource Books with 3 CD's, EMC Paradigm Publishing 2007.
- U. 18 – *Bon Voyage I* Resource Books with 7 CD's and 1 DVD, Glenco McGraw Hill 2005.
- V. 4 – *Bon Voyage II* Resource Books with 6 CD's and 1 DVD, Glenco McGraw Hill 2005.
- W. 1 – *Bon Voyage III* Resource Books, Glenco McGraw Hill 2005.
- X. 7 – *Le Conte de Monte Cristo*, Regents Publishing Company, Inc. 1969.
- Y. 9 – *Le Petit Prince*, Houghton Mifflin 1970.
- Z. 9 – *En attendant Godot*, Les Edition de Minuit 1952.
- AA. 7 – *A French Silent Reader*, Charles E. Merrill Company.
- BB. 33 – Webster's New World French Dictionary, Chambers Harrap Publishers 2008.